



September 11, 2024

Nitin Kumar
Bangalore
Bangalore

Dear Nitin Kumar

Sub: Offer Letter

This is in furtherance to our discussions regarding your employment with Genpact India Pvt. Ltd. ("Company"). We are pleased to issue this letter ("Offer Letter") to you for the position of **Manager** at India>Gurugram>Gurgaon Badshahpur - IN Office, subject to your acceptance of the terms and conditions of employment set forth below.

Your employment shall commence with effect from October 30, 2024 ("Joining Date"). You will communicate to the Company if there is a change in Joining Date. You will be required to carry with you the documents set out at Annexure I to this Offer Letter on the Joining Date. Upon commencement of your employment, you report to Pritpal Singh or any other person as may be decided by the Company from time to time.

The terms and conditions of your employment with the Company as follows:

1. Duties and Working Conditions :

1.1 Your initial place of work will be India>Gurugram>Gurgaon Badshahpur - IN Office. However, your services are transferable, and you may be assigned, after reasonable notice, to any location in India or abroad as may be decided by the company. While on transfer or relocation, your employment will be additionally governed by the rules, regulations and conditions of service of that location.

1.2 You will be required to carry out the duties and responsibilities as assigned to you by the Company from time to time, faithfully and diligently and comply with the Company's policies and procedures as amended from time to time including with respect to your compensation and benefits, leaves, information technology, reimbursements, health and safety, transfer, performance improvement plan, disciplinary action, etc. (collectively, "Company Policies").

1.3 The Company will be working 7 days a week, 24 hours a day. Your shift timings may vary as per business requirement will be duly communicated to you in advance. You will be expected to attend office unless otherwise required or communicated by the company - except while travelling on business - as assigned to you by your supervisors. Weekly offs and holidays will be governed as per applicable legislations and the relevant Company Policies



1.4 You will be entitled to leaves subject to prior approval by your supervisor/manager at the Company. Your leave entitlement and accumulation / carry-forward of leave and related aspects will be governed as per the existing Company Policy on the subject.

2. Compensation and Benefits :

2.1 In consideration of the performance of your duties for the Company, you will be entitled to receive compensation and benefits as detailed in Annexure II. Any revision to your compensation shall be undertaken in the sole discretion of the Company.

2.2 In terms of your employment with the Company, any amount payable by the Company to you towards salary, allowances and/or any other payment shall be subject to deduction on account of taxes under the applicable law. All requirements under Indian tax laws in respect of your personal income tax, including tax compliance and filing of tax returns, assessment etc., shall be fulfilled by you at your own cost.

3. Termination of services :

3.1 Your Offer has been done after an extensive process for an important position which requires your skills and experience. The Company and/or you shall be entitled to terminate your employment by providing a prior written notice of three (3) months or salary in lieu thereof. The Company shall be entitled to recover salary for the unserved notice period unless recovery of such shortfall has been waived off by the appropriate person in the Company.

3.2 You agree that the company reserves the right to terminate your employment with immediate effect, without notice or compensation, in the following events:

- a. your breach of any of any Company Policy or the practices and procedures established in the Company;
- b. your breach of the terms of this Offer Letter;
- c. commission of misconduct which shall include an act subversive of good conduct and discipline like insubordination, gross negligence, corruption, fraud, forgery, theft, misappropriation, destruction of Company property, non-adherence to established protocols/ laid down procedures, failure to disclose or exploitation of a conflict of interest, etc.;
- d. if you are found to be convicted of a criminal offence or of an offence involving moral turpitude;
- e. you absent yourself for a continuous period of 8 (eight) days without prior approval of your supervisor/ superior (including overstay on leave or not reporting to work after any training)
- f. your failure to clear the performance improvement plan successfully, if applicable; and/or
- g. any other reason in accordance with applicable legislation.

3.3 In the event you resign from employment or your employment with the Company is terminated for any reason whatsoever within 12 (twelve) months of your date of joining the Company, you will be required to refund all relocation and related expenses, notice period reimbursement and joining bonus, if any, that may have been paid or reimbursed to you by the Company.



3.4 Upon separation from the Company on account of either resignation or termination, you shall immediately return to the Company all the assets and property (including any leased properties) of the Company including documents, files, books, papers and memos whether in hard or soft copy which are in your possession or custody.

3.5 In the event that you owe any monies to the Company at separation from the Company, you authorize the Company, to the extent permitted by law, to deduct and offset any payments, including but not limited to payment of wages, bonuses, or expenses, otherwise owed to you upon termination of employment. If these deductions are insufficient, you agree to reimburse the Company for the balance.

3.6 You will automatically retire on attaining the age of 60 (sixty) years.

4. Confidentiality and Non-Solicitation :

4.1 During the course of your employment and for 12 (twelve) months following the termination of your employment, you will not induce, or assist in inducing, to leave the employment of Company, any other employee of the Company.

4.2 You understand that you may be made aware of, have access to or may develop and work on certain information which is Confidential Information of the Company or its customers. Confidential Information includes trade secrets and confidential and proprietary business information obtained or developed by Company, information relating to its services, products, technology, know-how, intellectual property, processes, marketing, customers, pricing, commercial strategies, profitability, finances and other sensitive information. You undertake (i) to maintain strict confidentiality of such information, (ii) not to use such information for any purpose other than to render services to the Company, (iii) not to use, publish, disclose, or distribute Confidential Information to any third party. You are neither entitled to take in personal possession nor to make accessible to third parties records of such information, whether original or copies (in paper form as well as in electronic or other form), wholly or partially, without the prior explicit approval of the Company. After the termination of your employment with the Company, you shall return immediately to the Company all documents received from the Company or created by you, without retaining any copies or other duplicates. You acknowledge expressly, that the confidentiality and secrecy obligations shall be applicable during the term of your employment with the Company and shall survive for an unlimited period of time after the termination of your employment with the Company.

4.3 You acknowledge that the scope of these clauses 4.1 and 4.2 is no greater than is necessary for the protection of Company's interests as you have detailed and in-depth knowledge of and have had access to the Company's vital, strategic and Confidential Information. You understand that a violation of your obligations under this letter would cause serious damage to the Company. In the event that you violate an obligation as set forth in this letter, the Company shall be entitled to seek judicial enforcement of such obligation including, but not limited, to specific enforcement by way of an injunction or other means of interim and/or permanent relief.



5. Miscellaneous:

5.1 During your employment with the Company, you will be required to devote your full time, attention and abilities to your job duties during working hours, and to act in the best interests of the Company at all times. You shall not, without the written consent of the Company, undertake any other full time or part-time employment or engage in any external activities of a commercial nature or be in any way directly or indirectly actively engaged in any other business or undertaking.

5.2 You confirm that there is no litigation/prior conviction against you before any Court of law which involves any criminal offence or offences involving moral turpitude.

5.3 You confirm that you have disclosed fully all of your business interests to the Company whether or not they are similar to or in conflict with the business(es) or activities of the Company, and all circumstances in respect of which there is, or there might be perceived, a conflict of interest between the Company and you or any of your immediate relatives. Also, you agree to disclose fully and immediately to the Company any such interests or circumstances which may arise during your employment in accordance with the relevant Company Policy in this regard.

5.4 The Company shall conduct a background and reference check before onboarding or any time during your employment as per Company policy and this employment/offer is conditional upon the result of such checks. In the event the results of such checks are unsatisfactory on any account, the Company may, in its sole discretion, terminate your employment at any time without notice or compensation.

5.5 Your performance evaluation will be done periodically by your supervisors as per the Company appraisal system.

5.6 You will be required to apply and maintain the highest standards of personal conduct and integrity and keep yourself informed and comply with all Company Policies and procedures established by the Company.

5.7 You are required to submit your relieving letter in original from your previous employer (if applicable) within 60 days of your joining the Company failing which your employment with the Company shall be liable for termination without prior notice.

5.8 You consent to provide the Company the required sensitive and personal data or information for the Company's use and purpose including for the purposes of discharge of the company's obligations under applicable law, managing the social security or other benefits payable to you, ensuring health and safety of all its employees, staff and/or visitors, etc. The Company will ensure you will be made aware of the information being collected, the intended recipients, and the name and address of the agency responsible for collecting and retaining the information. The Company will maintain 'reasonable security practices and procedures' for handling the sensitive personal data or information.



5.9 This Offer Letter along with all annexure/schedules hereto constitutes the entire understanding between the Parties with regard to the subject matter hereof and supersedes any previous arrangements, whether oral or in writing between you and the Company.

5.10 If any provision of this Offer Letter or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of applicable law, the remainder of this Offer Letter and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Offer Letter shall be valid and enforceable to the fullest extent permitted by applicable legislation.

5.11 This Offer Letter shall be governed by, and construed and enforced in accordance with, the laws of India and you submit yourself the exclusive territorial jurisdiction of the courts at New Delhi.

5.12 All terms and conditions will be governed by the Company's policies as stated from time to time and the Company may in its sole discretion as it deems fit revoke or change such Policies.

5.13 The terms of this letter shall be kept strictly confidential. You shall execute all other documents as may be required to give effect to this offer.

5.14 In the event you fail to join on the Joining Date, this Offer Letter shall stand terminated unless extended at the sole discretion of the Company.

Kindly sign and return a copy of this Offer Letter by initialling every page in acceptance of the terms and conditions set out herein within 5 (five) days of issuance to Onboarding.india@genpact.com, else this letter stands automatically withdrawn.

We welcome you and wish you every success in your career with Genpact.

For Genpact India Private Limited



Accepted and Agreed

Ritu Bhatia
Senior Vice President-Human
Resources

Nitin Kumar



ANNEXURE I

Documents to be furnished at or before the date of joining

Employee details:

Name of the employee:

Date of birth of the employee:

Aadhaar of the employee:

Father's name of the employee:

Labour identification number of the establishment:

Universal Account Number of the employee:

ESIC Insurance number (if applicable):

Listed below are the mandatory documents (in photocopy/scanned copy) you are required to furnish at or before the time of joining.

1. Professional Relieving Letter from previous employer (last employment) only (If you do not have a Relieving letter, then you will have to sign a Relieving Letter Undertaking at the time of onboarding)

2. Digital/Soft copy of your passport size picture with white background to be shared at the time of onboarding for your Genpact ID card with the respective Onboarding SPOC

3. If your salary is less than or equal to the applicable limit mentioned in the ESI Act, 1948[1] you will need to enroll for ESIC (Employee State Insurance Corporation) which is a Govt. regulation therefore please provide:

- Copy of recently downloaded E-Aadhaar Card
- Copy of self-attested cancelled cheque
- Insured Person number (IP number) of any existing ESIC account where you are enrolled, in case you were eligible for ESIC benefit in your previous organization.
- Working Mobile number

4. If already a member of a provident fund (PF) scheme with previous employer, then update the below information in the onboarding tool/TYDY;

- a. Employer's name
- b. Provident Fund account number from your previous employer
- c. Universal account number provided by your previous employer
- d. Date of joining & leaving from previous employer
- e. E-Aadhar card copy
- f. Copy of confirmation screenshot of KYC verification on Aadhaar from the member portal*



5. You may disclose your Covid Vaccination status to enable the Company to plan for business requirements including visits to office and any travel etc. Your vaccination certificate may be uploaded here.

The above documents/details are required and shall be obtained, stored and processed by Genpact strictly on a need-to-know basis, as required for discharge of its statutory, administrative or regulatory obligations including those pertaining to compensation and benefits,

those mandated by the Central and/or the State Governments from time to time vis-à-vis the health and safety of employees, staff and/or visitors, etc. Your records and information will be kept secure and handled strictly in accordance with the Genpact Data Privacy Policy.

Notes :

- For IT asset, wherever applicable, IT team will connect within 24-48 hours of onboarding completion.
- You can collect your Genpact ID card, whenever you visit the office premises



ANNEXURE - II

COMPENSATION & BENEFITS

Your entitlements, which will be further determined and be administered through the relevant Company Policies, are as under:

Bonus: The Company pays statutory bonus to all its employees based on performance/productivity in accordance with the provisions of the Payment of Bonus Act, 1965 ("PBA"), or applicable legislation. Your bonus entitlement during an accounting year may comprise annual performance bonus ("APB"), variable incentive payout ("VIC") (if applicable) and other bonus payouts (if any) as communicated to you by the Company from time to time and based on parameters determined by the Company. In the event statutory bonus is applicable to you, then by accepting this offer of employment you acknowledge that this letter constitutes an agreement between you and the Company under Section 31A of the PBA or applicable legislation.

Provident Fund: In the course of your employment, the Company will deposit its share of provident fund contributions, along with your share of provident fund contribution (which will be deducted as a percentage of your basic pay).

Gratuity: In the course of your employment, you may be entitled to gratuity in accordance with the Payment of Gratuity Act, 1972 or applicable legislation, subject to Company Policies and the total duration of your services with the Company and/or its group entities.

Medical Insurance: The Company will provide a facility of medical insurance covering hospitalization expenses for you and up to three of your dependents. Only spouse and children can be covered as dependents. Sum insured will be INR 1,00,000/- for the employee and his/her dependents cumulatively.

Example: For an employee with 3 dependents, the "Employee sum insured floater" will be INR 4,00,000 (INR 1,00,000 for employee + INR 1,00,000 each for 3 dependents), while the dependent floater will be INR 3,00,000 (@INR 1,00,000 for each life).

Personal Accident Insurance: The Company will provide Personal Accident Insurance in case of permanent/temporary disablement for an amount, equivalent to 3 (three) times your Annual Fixed Pay or INR 4,00,000.00 whichever is higher.

Group Term Life Insurance: The Company will provide a facility of a Group Term Life Insurance cover equivalent to 3 (three) times your Annual Fixed Pay or INR 4000000 whichever is higher.

Additional Life Insurance: An additional life insurance cover in accordance with the Employee Deposit linked Insurance (EDLI) Scheme, 1976.

Relocation & Notice Period Buy-Out: In addition, you will also be entitled to reimbursement of Relocation Expenses & Notice Period Buy-Out as per Company Policies.



Reimbursement of Business Expenses: You will also be reimbursed business related expenses incurred in accordance with relevant Company Policies as applicable from time to time. The specific amounts for these expenses will depend on the nature and scope of your duties and will be conveyed to you in due course.

COMPENSATION

Name	Nitin Kumar
Band	4C
Designation	Manager
Location	India>Gurugram>Gurgaon Badshahpur - IN Office
Components	Amount (per annum)
BASIC PAY	INR 729,918.00
EMPLOYER CONTRIBUTION TO PF	INR 87,590.00
HOUSING RENT ALLOWANCE	INR 437,951.00
CONVEYANCE ALLOWANCE	INR 182,480.00
CAR ALLOWANCE	INR 182,480.00
ADDITIONAL ALLOWANCE	INR 160,582.00
FIXED PAY	INR 1,781,000.00
ANNUAL PERFORMANCE BONUS (APB)*	
Target % of Fixed Pay	10%
Total Cash (Fixed Pay + Target Bonus)	INR 1,959,100.00

The Annual Performance Bonus (APB) reflects the bonus pay-out assuming target performance (@100%). As per the Company Policy, actual Bonus pay-outs are at Genpact's sole discretion and may vary subject to the individual's and Company's performance and are not guaranteed. In addition, employees who are rated as "Least Effective" as part of the Performance Management Process are not eligible for bonus pay-out. APB is based on the performance period from January to December and the pay-out is made in the month of March in the subsequent year, prorated from your start date in the current performance period. You must be an active employee of Genpact and not be serving notice period as on March 31 to be eligible to receive your bonus.

The cut-off date for bonus eligibility* is September 30.

**Therefore, if you join the Company on or before September 30, you will be eligible for APB for the performance period of that year (to be prorated based on your date of joining). If you join the Company between 1st October and 31st December, you will be eligible for APB for the performance period of the subsequent year.*



Note :

The aggregate of all bonus payouts paid to you during an accounting year including APB, VIC (if any) and other bonus payouts (if any) shall be in lieu of profit based bonus (if any) payable to you for such accounting year under Section 31A of the Payment of Bonus Act, 1961 ("PBA") (if applicable).

In the event that the PBA is applicable to you and the aggregate of APB, VIC (if any) and any other bonus payout made to you during the year is less than the stipulated payout mentioned in the PBA, for such accounting year, Genpact will pay you the difference at a later date. You are not entitled to any bonus payout other than those mentioned above, either under applicable legislations or as per your employment terms with Genpact. All amounts payable to you will be after deduction of applicable taxes.

Any revision to your annual compensation will be effective from April of the subsequent year if your date of joining is September 30 or earlier. If your date of joining is between October 1 and December 31, you will not be eligible for compensation review in the forthcoming year. You will, however, be eligible to participate in the compensation review process in the year after and therefore, your remuneration has been fixed after due consideration of the foregoing.

Female employees will be eligible for paid maternity leave and other benefits in accordance with the Maternity Benefit Act, 1961 or applicable legislation and Company Policies.

The Company reviews its compensation structure and policies from time to time. The compensation structure and benefits offered to you in this letter are subject to change and the same will be communicated to you at the joining date or at a later date when such change becomes applicable.

Any employee deduction will be governed by applicable legislations and prevalent Company Policy and will be subject to change.

Unutilized Conveyance allowance and car allowance, if any, shall be cumulatively paid as conveyance allowance.

For Genpact India Pvt. Ltd.

Ritu Bhatia
Senior Vice President-Human
Resources

Accepted and Agreed

Nitin Kumar



September 11, 2024

Nitin Kumar
Bangalore
Bangalore

Nitin Kumar

This is with reference to our letter of appointment dated **October 30, 2024**.

The Company will bear the cost recovered by your previous employer on account of having relieved you from services before the completion of your notice period. You are required to furnish a copy of your full and final settlement sheet basis which you will be reimbursed.

However, the amount so reimbursed to you will be payable to the Company forthwith on the happening of any of the following events:

- a. Your resignation or leaving the service of Company before completion of One Year from your date of joining the Company.
- b. Termination of your services due to any misconduct, breach of service terms, discipline or Company discipline or integrity policy.
- c. Any other conduct due to which you are asked to leave the services of Company.

Except for the foregoing, your employment will be governed by the terms and conditions set forth in your appointment letter

Please sign a copy of this agreement as a token of your acceptance of the above terms.

Wishing you the very best.

With Warm Regards,

For Genpact India Pvt. Ltd.

Accepted and Agreed



Ritu Bhatia
Senior Vice President - Human Resources

Nitin Kumar



Relocation Policy Letter

September 11, 2024

Nitin Kumar
Bangalore
Bangalore

Dear Nitin Kumar

This is with reference to our letter of appointment dated October 30, 2024. We are pleased to bear the cost of your relocation (including any movement of your personal effects, any guesthouse stay charges) to facilitate your movement from Bangalore to Gurgaon.

The above mentioned expenses will become payable forthwith to Company on the happening of any of the following events:

Your resignation or leaving the service of Company before completion of One Year term from your date of joining the Company.

Termination of your services due to any breach of service terms, Company discipline or integrity policy.

Any other conduct due to which you are asked to leave the services of Company.

Except for the foregoing, your employment will be governed by the terms and conditions set forth in the letter of appointment.

Please sign a copy of this agreement as a token of your acceptance of the above terms.

Wishing you the very best,

For Genpact India Pvt. Ltd.

Accepted and Agreed

A handwritten signature in black ink, appearing to read 'Ritu Bhatia'.

Ritu Bhatia
Senior Vice President - Human Resources

Nitin Kumar



Relocation Details

Items	Entitlements -4C
Mode Of Travel	Economy class Airfare along with your spouse and children
Accommodation	Company provided accommodation for maximum of 15 days or Own stay arrangements
Type of Accommodation	Double Occupancy (as per company approved category of Hotel / Guesthouse)
Dependent Coverage	Spouse and Children
Duration Of Stay	Maximum of 15 days
Per Diem when using company provided guest house (includes food, transport, laundry, phone calls etc.)	Company provided accommodation INR 150/- per day for Employee and INR 100/- per day per dependent Own stay arrangement INR 1,000/- per day up to a maximum of 15 days
Movement of Household Goods	Transport Charges up to INR 24,000.00 + Packing Charges up to INR 15,000 + Insurance as applicable on depreciated declared cost of goods + Service Tax as applicable
Car Movement /Two wheeler	Transport Charges up to INR 24,000.00 + Car Lacing Charges up to INR 3000 + Insurance as applicable + Service Tax as applicable
Vehicle Registration and Road Tax (As per local state norms)	On actual up to one vehicle (as per local state norms)



Important Information:

Movement of Household Goods : on Actuals or up to the rates defined above whichever is less

Movement of vehicle: on Actuals or up to the rates defined above whichever is less, Reimbursement allowed up to one vehicle i.e. either a car (Company or personal leased) or a two wheeler

Movement of Household Goods and Car are separate entitlements & cannot be clubbed together. Therefore vendor invoice must have this break up

Guest house accommodation: Please drop a mail one week before with the date of your arrival so that the accommodation can be arranged accordingly.

All the relocation expenses have to be first incurred by the New Hire and then to be submitted for reimbursement along with relevant supporting documents and approvals (Please ensure you have all your bills/boarding passes with you)

All the relocation expenses have to be first incurred by the New Hire and then to be submitted for reimbursement along with relevant supporting documents and approvals (Please ensure you have all your bills/boarding passes with you)

New Hire who is moving back to his hometown / place of permanent address is not entitled to Company provided accommodation and Per Diem.

New Joinee should ensure that the vendor invoice has the following before submitting it for reimbursement:

Total Volume of Goods

Car Model

Break up of Transport Charges and Packing / Car Lacing Charges

The cost of relocation is recoverable from the Employee if he leaves the Company within 12 months from the Relocation Date

The above mentioned limits are the maximum entitlements. If quotation submitted by vendor is higher than these limits (which could be due to multiple factors E.g. higher volume of goods etc.), Employee / New Joinee has to bear the extra expenses irrespective whether it is a Genpact empanelled vendor or any other.

All claims must be settled within 3 months of Relocation Date. Any claim settlement request after 3 months is not reimbursable.

For Genpact India Pvt. Ltd.

Accepted and Agreed

Ritu Bhatia
Senior Vice President - Human Resources

Nitin Kumar

