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BF5016503-4275093

Genpact Proprietary

Private & Confidential

Date: October 21, 2021

Dear MANU HARSHVARDHAN

Sub: Appointment Letter

We are pleased to offer you an appointment with Genpact India Pvt. Ltd. ("Company") as a Management Trainee under the following terms and conditions:

1. Your Cost to the Company (CTC) will be **INR 700,000.00/-** per annum. The components of your salary are provided in Annexure II and would be governed by Company policies as amended from time to time. In addition to the salary components indicated in Annexure II, you shall also be entitled to the following benefits as per applicable Company Policies & rules during your tenure with Genpact India:

- Genpact pays bonus to all its employees based on performance/ productivity in lieu of profit based bonus under the Payment of Bonus Act, 1965 ("PBA"), if applicable. Your bonus entitlement during an accounting year may comprise of different categories of bonus payouts, including 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 that Genpact will determine. In the event the PBA is applicable to you, then by accepting this offer of employment you acknowledge that this letter constitutes an agreement between you and Genpact under Section 31A of the PBA.
 - Medical Insurance covering hospitalization expenses of up to **INR 100,000.00/-** each for you and up to three of your dependents defined as per Company medical insurance scheme. Only spouse and children can be covered as dependents.
 - Personal Accident Insurance of up to **INR 2,000,000.00/-** for Permanent/Temporary Disabled.
 - Group Term Life Insurance cover of **INR 20000000/-**
 - Additional Life Insurance Cover as part of Employee Deposit linked Insurance (EDLI) Scheme - As per act.
2. 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 at the time of accepting this assignment.
3. Your initial place of work will be **India>Noida>Noida Seaview IN - Office**. However, your services are transferable, and you may be assigned, after reasonable notice, to any location in India or abroad where Genpact conducts business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.
4. The Company will be working 7 days a week, twenty-four hours a day. You will be expected to attend office - except while travelling on business - as assigned to you by your supervisors and as per applicable laws in force. Weekly offs will be governed as per applicable regulations & Company policies.
5. You shall be required to provide documents and information as set forth under Annexure I of this letter.

Manu

Genpact India Private Limited
GIN: U73100DL2005B10307363

Regd. Off: 12A (Ground Floor) Prakash Uday Building 7
Tollay Marg, New Delhi - 11000

[Signature]
Director Corporate Relations

Registrar
Invertis University
Gareilly



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6. You will be entitled to leaves subject to prior approval of 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.
7. Your appointment has been done after an extensive process for an important position which requires your skills and experience. This appointment may come to an end at the instance of either party by giving the other a notice in writing for three months. Your relieving from the services of the Company would be contingent upon successful serving of the full and complete notice period. Failing to do so would entitle the Company to recover damages for all losses caused due to any shortfall in serving of the full and complete notice period. The Company in addition to its rights to recover damages will not furnish a relieving letter in case of shortfall in the notice period unless such shortfall has been signed off by the appropriate person in the Company. In exceptional situations the Company reserves the right to waive off notice period at its sole discretion.
8. Genpact reserves the right to terminate your employment without notice on grounds of breach of policy, misconduct or where your performance has been found to be unsatisfactory.
9. Absence for a continuous period of eight days without prior approval of your supervisors (including overlay of leave/training) can lead to your services being terminated without notice.
10. You will automatically retire on attaining the age of 60 years.
11. Whilst employed by the Company:
 - You will not be permitted to undertake any other full time or part time employment or engage in any external activities of a commercial nature without prior written approval.
 - You will be required to effectively carry out all duties and responsibilities assigned to you by your supervisors and others authorized by the Company to assign such duties and responsibilities. Your performance evaluation will be done periodically by your supervisors as per the Company appraisal system.
 - Except in the ordinary course of your employment you shall not divulge to any third party any information regarding the affairs or business matters of the Company or information regarding its customers without prior written approval. All information that comes to your knowledge by reasons of your employment with the Company is deemed to be confidential and any breach thereof, shall be deemed to be a violation of Company policies and treated in accordance with clause 8.
 - You confirm that there is no litigation /conviction against you before any Court of law which involves any criminal offence or offences involving moral turpitude.
 - You confirm that you have disclosed fully all of your business interests to Genpact 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 Genpact and you or any immediate relatives. Also, you agree to disclose fully and immediately to the Company any such interests or circumstances which may arise during your employment.
 - 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.

Manu

Genpact India Private Limited
CIN: U73100DL2005PTC007865
Regd. Off.: 12A (Ground Floor) Park Road, DLF Building 7,
Gurgaon, Haryana, New Delhi - 122001

Director, Corporate Relations,
Institute of Technology
Gurgaon University

Registrar,
Institute of Technology
Gurgaon University



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- In the event you resign from the services of the company or your employment with the company is terminated for any reason whatsoever within 12 months of your date of joining the company, you will be required to refund all relocation and related expenses, notice period reimbursement, if any that may have been paid or reimbursed to you by the Company.
- 12. Any violation of the above mentioned or any other Company procedures and policies would attract action as per Company's disciplinary policy in force, including and up to termination. In the event of termination by Company on account of breach of disciplinary policy, the Company will not be liable to pay any amount in lieu of notice.
- 13. 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 is in your possession or custody.
- 14. The Company shall, at its discretion, conduct background, reference and medical checks including screens for substance use as per company policy and this offer is conditional upon the result of such checks. In the event the results of such background / reference checks or screens for substance use are unsatisfactory on any account, the Company may, in its sole discretion, revoke this offer at any time.
- 15. 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.
- 16. Any and all disputes arising in connection with the appointment letter and services shall be referred to arbitration which shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator in accordance with the Arbitration and Company The venue of the Arbitration shall be Delhi and the language shall be English. You agree to submit yourself to the exclusive territorial jurisdiction of court at Delhi
- 17. 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. The terms of this offer shall be kept strictly confidential. You shall execute all other documents as may be required to give effect to this offer. Your assignment is effective October 28, 2021.

Kindly sign and return a copy of this letter. Please initial each page in acceptance of the terms and conditions set out herein latest by 15 days of the issuance of the letter else this offer stands automatically withdrawn. We welcome you and wish you every success in your career with Genpact.

For Genpact India Pvt. Ltd.

Accepted and Agreed

Rajiv Khatri
Assistant Vice President-HR

MANU HARSHVARDHAN

Genpact India Private Limited
CIN: U75100DL2005PTC007369
Regd. Off: 12A (Ground Floor) Prakash Deep Building 77
Tolax Marg, New Delhi - 11001

Director General
Inventory

Registered
Inventory University
Bareilly

ANNEXURE - II
COMPENSATION DETAILS

NAME	MANU HARSHVARDHAN	
BAND	4A	
DESIGNATION	Management Trainee	
LOCATION	India>Noida>Noida Seaview IN - Office	
COMPONENTS	AMOUNT (PER ANNUM)	
BASIC PAY	INR 280,000.00	
EMPLOYER CONTRIBUTION TO PF	INR 33,600.00	
CONVEYANCE	INR 60,000.00	
HOUSING RENT ALLOWANCE	INR 168,000.00	
ADDITIONAL ALLOWANCE	INR 158,400.00	
FIXED PAY	INR 700,000.00	
ANNUAL PERFORMANCE BONUS*(APB)	Exceed Expectations INR 85,000.00	Meet Expectations INR 60,000.00
Total Earning Potential	INR 785,000.00	INR 760,000.00
GRATUITY	INR 14,000.00	

- The APB amount mentioned above reflects indicative average payouts for your band. The eligibility for APB will depend on the performance of Genpact and your performance as per the company policy and the Performance Management System (For example, employees who are rated as "Least Effective" are not eligible for APB). An eligible employee will be paid APB at fixed rates in March/April for the preceding calendar year (January - December) and the same will be prorated based on the date of joining. For DOJ post 31 August, bonus payout is processed with the next bonus cycle for the entire period.
- 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, unless applicable laws or as per your employment terms with Genpact. All amounts payable to you will be after deduction of applicable taxes.
- Genpact provides the maternity benefits as per the Maternity Benefits Act, 1961, to all its eligible female employees. Based on the applicability of the act and the eligibility, you shall receive paid maternity leave, entitlement and other benefits available under the act and the rules, therein, as more specifically mentioned in the Policies of the Company.
- Genpact 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 laws and prevalent company policy, and will be subject to approval.

For Genpact India Pvt. Ltd.


Rajiv Khatri
Assistant Vice President-HR

Accepted and Approved

MANU HARSHVARDHAN

Regd. Office: 4A Ground Floor, Sector 16, Noida, India