



genpact
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SDS001964–2527140

Date: December 9, 2019
K Swaroopa Veena
Hyderabad

Dear K

Sub: Appointment letter

We are pleased to offer you an appointment with Genpact ("Company") as **Associate** under the following terms and conditions:

TERMS AND CONDITIONS

1. Your annual Cost to Company (CTC) will be as indicated in Annexure II attached herewith.
2. Your initial place of work will be **India>Hyderabad>Hyderabad Pocharam IN – Office**. However, your services are transferable, and you may be assigned after reasonable notice, to any location in India or abroad where the Company or any of its associated or customers conducts business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.
3. If at the time of joining, your assigned place of work is different from your current location ("Relocation"), the Company Guest House can be availed by you. The guest house can be availed for a period of 15 days. The Company shall, in lieu of the accommodation provided, make a monthly deduction of Rs. 250 for a period of 24 Months. Further, in case of termination of employment by either party, before such amount has been fully recovered by the Company, the Company shall deduct the balance amount from your full and final settlement.
4. The Company will be working 7 days a week, twenty-four hours a day. You will be expected to attend office – except while traveling on business – as assigned to you by your supervisors and as per applicable laws in force. Weekly off will be governed as per applicable regulations & Company policies.
5. You shall be required to provide the Company all documents and information as set forth in Annexure I of this appointment letter.
6. You will be entitled to twenty-five working days leave per annum subject to prior approval by the Company. Accumulation / carry-forward of leave will be governed as per the existing Company policy on the subject.
7. You will be on probation for six months from the date of joining, which may be extended by the Company at its discretion. Your services at the end of the Probation period shall be treated as confirmed, unless specifically extended by the company in writing. During the probation period, either party may terminate this contract by giving 60 (Sixty) days' notice in writing in the manner referred to in clause 9 or payment of 60 days salary in lieu thereof. If you chose not to serve the notice period, if applicable, the Company also reserves the right to recover from you all expenses incurred with regard to any training and development, special education, up skilling or on the job training provided to you in the course of your employment with the Company in addition to notice pay. However the Company reserves the right not to accept payment in lieu of notice and at its sole discretion enforce the notice period.

Genpact India Private Limited
(Formerly Known as Empower Research
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8. Notice to terminate this contract will be accepted by the Company only when it is issued in a form wherein your identity is ascertainable (such as hard copy letter with original signatures). Notice of termination in electronic form where such identity cannot be ascertained such as SMS or personal email shall not be accepted as adequate notice of termination for the purposes of this agreement
9. Post confirmation, your services may be terminated by either party, giving notice in writing as mentioned in clause 8 for 60 (Sixty) days or payment of salary in lieu thereof. If you chose not to serve the notice period, if applicable, the Company reserves the right to recover from you all expenses incurred with regard to any training and development, special education, up skilling or on the job training provided to you in the course of your employment with the Company in addition to notice pay. However the Company reserves the right not to accept payment in lieu of notice and at its sole discretion enforce the notice period.
10. The Company reserves the right to terminate your employment on grounds of breach of policy, misconduct or where your performance has been found to be unsatisfactory.
11. Absence for a continuous period of eight days without prior approval of your supervisors, (including overstay of leave / training), would be treated as abandonment of service and can lead to your services being terminated without notice. In such an eventuality the Company reserves the right to recover from you, all expenses incurred with regard to any training and development, special education, up skilling or on the job training imparted by the Company or damages suffered by Company due to loss of billing.
12. You will automatically retire on attaining the age of 60 years.
13. 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 the Company policies and treated in accordance of clause
 - 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 in 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 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.
14. 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 any amount in lieu of notice.
15. Upon separation from the Company on account of either resignation or termination, you will be required to immediately return to the Company, all assets and property (including any leased assets) of the Company including documents, files, books, papers, training material and memos whether in hard of soft copy which is in your possession or custody.



16. 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.

17. You are required to submit your relieving letter in original from your previous employer (if applicable) within 45 days of your joining the Company failing which your employment with the Company shall be liable for termination without prior notice.

18. 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.

19. 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.

20. Any and all disputes arising in connection with the appointment letter shall be referred to arbitration which shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator appointed by the General Counsel of the Company. The venue of the Arbitration shall be **Hyderabad** and the language shall be English. You agree to submit yourself to the exclusive territorial jurisdiction of courts at **Hyderabad**.

Your assignment is effective from **December 27, 2019**.

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 from the issuance of the letter else this offer stands automatically withdrawn.

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

You are requested to come on the joining date at 9:15 am at Genpact, **India>Hyderabad>Hyderabad Pocharam IN – Office**.

Warm regards,

For Genpact India Pvt. Ltd.

Ramit Tyagi
Assistant Vice President–HR

Accepted and Agreed

K Swaroopa Veena

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Annexure I

Listed below are the mandatory documents (in photocopy) you are required to furnish at the time of joining.

1. Professional Relieving letter from previous employer (last employment) only.
 2. If already a member of a provident fund (PF) scheme with previous employer, then;
 - a. Employer's name
 - b. Provident Fund account number from your previous employer
 - c. Universal account number provided by your previous employer
 - d. Employee Pension number provided by your previous employer

OR

 - e. Date of joining & leaving from previous employer
 - f. Copy of Passport in case of International Workers(it should contain Nationality, Passport number, Country of issue, Date of issue, Valid up to)
 3. Below mentioned KYC (Know Your Customer) Documents
 - a. Copy of PAN
 - b. Copy of Aadhaar Card.
 - c. Signed Cancelled Cheque with your name printed on it (In case your name is not printed on the Cheque, please attach last 3 months bank statement along with the Cheque)
 4. 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 carry;
 - a. 3 Post card size (4X7) photographs of yourself

Or

 - b. If you would like your family covered Family group Photograph of immediate family (4X7, 3 Copies of the same photograph), only members in the photo will be covered, Photos should be clear and have only your immediate family who are your dependents.
- *Please check the company policy for the applicable limit
5. 4 recent Passport size Photograph
 - a. One for Genpact ID card
 - b. One for opening a new account if you do not have an one with ICICI/HDFC/Axis
 - c. Two for PAN card application if you do not have one



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ANNEXURE – II
COMPENSATION DETAILS

NAME	K Swaroopa Veena
BAND	5A
DESIGNATION	Associate
LOCATION	India>Hyderabad>Hyderabad Pocharam IN – Office
COMPONENTS	AMOUNT (PER ANNUM)
BASIC PAY	180,000.00
EMPLOYER CONTRIBUTION TO PF	21,600.00
HOUSING RENT ALLOWANCE	38,400.00
FIXED PAY	240,000.00
ANNUAL PERFORMANCE BONUS*(APB)	7200
PERFORMANCE/PRODUCTION LINKED INCENTIVE(VIC)**	AMOUNT (PER ANNUM)
Best Performer	48,000.00
Average Performer	27,600.00
Low Performer	0.00
Total Earning Potential	Amount (Per Annum)
Best Performer	295,200.00
Average Performer	274,800.00
Low Performer	247,200.00
Benefits	Amount (Per Annum)
Life Insurance Including Employee Deposit Linked Insurance Scheme(EDLIS)	16,01,000.00
Personal Accident/Disability Insurance (For Employee)	10,00,000.00
Medical Insurance (For Employee)	100,000.00
Interest Free Soft Loan (Post 6 Months)	10,000.00
Out Patient Medical Facilities at Office	Free

For Genpact India Pvt. Ltd.

Accepted and Agreed

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Assistant Vice President–HR

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Company Contribution ESIC	As per Act
Gratuity	8,654.00
Other Attractions	
Parichay (Employee Referral Scheme)	As Per Scheme
Rewards & Recognition	As Per Performance
Education@Work : Professional Advancement Programs	As Per Scheme
Concierge Services	Subsidized Rates

Notes:

* 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.

**Performance Linked Incentive mentioned above is an indicative average amount possible for the said performance level. Eligibility for such incentives, actual amount and payout timelines may vary with business/Process. For Employees who are not on Performance Linked Incentive Plan (VIC), the Company will pay a different Annual Performance Bonus (APB) In such cases; Annual Performance Bonus potential is similar to the indicative Average Performance Linked Incentives as mentioned in table above.

- 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 laws or as per your employment terms with Genpact. All amounts payable to you will be after deduction of applicable taxes.
- 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 change.

For Genpact India Pvt. Ltd.

Accepted and Agreed

Ramit Tyagi
Assistant Vice President–HR

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