

June 08, 2022

Suresh Selvaraj

703196656

Dear **Suresh**,

It is my pleasure to provide you with the details of your employment offer from Headstrong Services LLC a subsidiary of Genpact Limited, ("Headstrong"). This offer is contingent upon the completion of Headstrong employment process to include the receipt of your completed employment application and satisfactory background inquiry. We look forward to welcoming you as a member of our company.

Outlined within the attached Employment Agreement are the general terms and conditions of your employment regarding items such as salary, job title, and position. We have also included provisions which act as an additional agreement to safeguard confidential information and client and business relationships.

As a Headstrong employee, you will be given access to a substantial amount of confidential information regarding both Headstrong and our clients. Additionally, you will be placed in contact with our clients and prospective clients to develop strong business relationships, anticipate their needs and assist in developing solutions. These opportunities carry with them the responsibility to protect Headstrong interests as described in more detail within the Employment Agreement.

Please read the attached general terms and conditions of employment carefully. If you agree with the terms of this offer letter, initial each page, sign, date and return the attachment to the attention of North American HR via email it as a PDF attachment to [NA HR Shared Services](#)

If you are in agreement with the foregoing, please initial each page of the agreement, sign the last page and return it to us within three (3) business days of receipt or by your start date, whichever is sooner.

Sincerely,



Rina Jha
Vice President – HR CMITS

11921 Freedom Drive
Suite 550
Reston, VA 20190, USA

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F + 1 703 904 4399

Genpact.com/headstrong

AGREEMENT

This **Agreement** is made and entered into **June 08, 2022** between Headstrong Services LLC, a subsidiary of Genpact Limited, (the "Company") and **Suresh Selvaraj** ("Employee").

WITNESSETH:

WHEREAS, Employee desires to be employed by Company at-will upon the terms and be subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and agreements set forth below, the parties hereto agree as follows:

1. Position. Employee's position will be a **Band 4D/ Senior Principal Consultant** commencing on **June 30, 2022** in **Baltimore, MD, US** Employee Status will be Exempt.
2. Restrictions on Outside Employment. To avoid any conflict of interest, while employed by the Company, Employee may not work for himself or herself or for another business or individual without the Company's written permission.
3. Compensation. Employee will receive the following initial compensation. Compensation is subject to review and is subject to change in the reasonable opinion of the Company.
 - a. **Base Salary**: Employee's annual base salary will be **USD 95,000** which will be paid bi-weekly in arrears and pro-rated in any month that Employee is not actively employed for the full month, and subject to deductions required by law according to the Company's normal payroll practices.
 - b. Benefits will be in accordance with our standard benefits package as described in general in the enclosed brochure and in detail in our Benefits Summary Plan Description that may be revised from time to time in the Company's sole discretion.
4. Definitions.
 - a. "Companies" means the Company, Parent and any Related Company, and their respective successors or assigns.
 - b. "Parent" means the ultimate parent company of the Company or successors in interest.
 - c. "Related Company" means (x) any other company directly or indirectly controlling, controlled by, or under direct or indirect common control with Parent or (y) any other company that Parent directly or indirectly owns at least fifty percent (50%) of the economic interest or equity securities of such other company.

5. Copyrights, Patents, and Trade Secrets.

- a. Employee agrees that all property rights in respect of every invention, innovation, tangible work product, Corporate Information, as defined in paragraph 6(b) below, or any other intellectual property created, made, devised or discovered by Employee during the course of and related to Employee's employment (irrespective of whether so created, made, devised or discovered during normal working hours or using the facilities of any of the Companies), shall belong to the Company and, to the extent necessary, all such ownership rights are conveyed in whole to the Company. Employee shall assist the Company to protect any proprietary interest as may be reasonably required at the Company's expense and shall execute all documents required by the Company. Employee shall promptly disclose and deliver to the Company full details of and shall provide the Company, any such invention, innovation, tangible work product, Corporate Information or any intellectual property created, made, devised or discovered by Employee.
- b. The provisions contained in paragraph 5(a) above may only be varied by written permission granted by the Chief Executive Officer of Parent.
- c. Employee agrees that the Companies have other intellectual property rights, including rights in copyright in all Corporate Information and the written work product of the Companies that shall subsist regardless of the terms of this Agreement. Employee further agrees that all tangible work product of the Companies and Corporate Information may not be copied, modified, reformatted or paraphrased at any time without the Company's written permission. Employee agrees that any unauthorized use of the Companies' written work product shall constitute copyright infringement and a breach of agreement and will cause significant and irreparable damage to the Companies.
- d. Employee agrees that the Companies have valuable trademark rights that may not be utilized except within the scope of Employee's employment with the Company. Employee agrees that any unauthorized reference whatsoever to the Companies' trademarks during or after employment shall constitute trademark infringement and a breach of agreement and will cause significant and irreparable damage to the Companies.

6. Confidentiality.

- a. Agreement to Preserve Confidentiality. Employee covenants and agrees that while an Employee of any of the Companies and following termination of that employment, all Corporate Information shall not be disclosed and shall be kept as confidential, proprietary, and in the nature of trade secrets, and Employee shall not disclose any Corporate Information to any person or use any Corporate Information for Employee's own benefit or for the benefit of any other person, except in furtherance of the Companies' business, or in any way that would be detrimental to any of the Companies' business.
- b. Definition of Corporate Information. Any knowledge, information or documents of any

of the Companies including, but not limited to, client lists, employee information, employee lists, prospective client lists, client contracts, processes, consulting and training methodologies, operational methods and procedures, business and marketing plans, product development ideas, designs of projects, research projects, products, systems, software, models, modules, templates, source code and object code, designs, business systems, consulting models, creative and graphical work, venture and business plans, programs, and financial plans, or improvements modifications, components, prototypes or works thereof, pertaining to the Companies' business, ventures or its clients shall constitute "Corporate Information", whether or not reduced to tangible form, held electronically or marked in physical writing or electronically as "confidential" and any information which has or may be derived or obtained from such information. Corporate Information does not include any information properly and generally in the public domain.

- c. Return of Property. Upon termination of employment, Employee agrees to promptly return all documents of the Companies and the Companies' clients and any other property of the Companies or the Companies' clients in Employee's possession or control and destroy all electronic versions of any such property, including all copies of same. In the event that a demand for return of Corporate Information is made by the Company during employment or after termination, the Employee shall return all such property within five days of request.
- d. If you owe any outstanding monies to the Company upon your termination of employment for any reason, you further authorize the Company, to the extent permitted by law, to deduct and offset any payments, including but not limited to payments for wages, bonuses, expenses, or vacation pay, otherwise owed to you upon termination of employment. If these deductions are insufficient, you agree to reimburse the Company for the balance. Genpact reserves all of its legal rights to recover any monies that an employee may owe to the Company, including but not limited to, the use of outside collection agencies to recover any debt.
- e. If you owe any outstanding monies to the Company upon your termination of employment for any reason, you further authorize the Company, to the extent permitted by law, to deduct and offset any payments, including but not limited to payments for wages, bonuses, expenses, or vacation pay, otherwise owed to you upon termination of employment. If these deductions are insufficient, you agree to reimburse the Company for the balance. Genpact reserves all of its legal rights to recover any monies that an employee may owe to the Company, including but not limited to, the use of outside collection agencies to recover any debt.

This letter sets forth the entire offer of employment with Genpact and supersedes all prior offers, discussions or agreements between you and Genpact. By signing below, you agree to all of the terms and conditions of this offer letter including but not limited to, abiding or being bound by the authorization for deductions referred to in paragraph 6 (e) above. If you agree with the terms and conditions of this offer letter, please indicate below by signing and dating the original copy of this letter in the spaces provided and return an executed copy.

7. ACKNOWLEDGMENT OF CONDITIONS OF EMPLOYMENT.

- a. You acknowledge that any statement of annual salary in the offer letter is for convenience of computation only and does not imply a guarantee of employment for any specific period, and that as indicated in the Company's employment application, all employment with the Company is at will. This means that your employment with Genpact can be terminated by Genpact for any reason, with or without cause, and without prior notice.
- b. Duty of Loyalty and Good Faith. Employee understands and agrees that Employee owes the Company an implied duty of good faith and loyalty.
- c. Non-solicitation of business clients. Based on the understanding that Employee will be given access to valuable clients and confidential and proprietary information, Employee agrees that while an employee of any of the Companies and for a period of twelve (12) months (i) after termination of employment either voluntarily or involuntarily, or (ii) from the date of entry by a court of competent jurisdiction of a final judgment enforcing these restrictions, whichever is later, Employee will not (A) solicit any of the Companies' clients with whom Employee had direct interaction during Employee's employment with any of the Companies (each a "Covered Client") if such solicitation is not for the benefit of the Companies, or if such solicitation is for a product, service or employment opportunity comparable to that provided by any of the Companies in the information technology consulting or services business (as more fully described below) or (B) improperly and intentionally interfere with the business relationships between any of the Companies and any Covered Client.
- d. Non-solicitation of employees. Employee agrees that while an employee of any of the Companies and for a period of twelve (12) months (i) after termination of employment either voluntarily or involuntarily, or (ii) from the date of entry by a court of competent jurisdiction of a final judgment enforcing these restrictions, whichever is later, Employee will not directly or indirectly (A) induce or seek to induce any Employee to leave their employment with any of the Companies or (B) in any way aid any third party to recruit any employee of the Companies.
- e. Non-competition with the Companies' key business clients. Based on the understanding that Employee will be given access to valuable clients and confidential and proprietary information, Employee agrees that while an employee of any of the Companies and for a period of twelve (12) months (i) after termination of employment either voluntarily or involuntarily, or (ii) from the date of entry by a court of competent jurisdiction of a final judgment enforcing these restrictions, whichever is later, Employee will not provide Competitive Products or Services to any of the Companies' clients with which Employee had material or substantial contact during the last twelve (12) months of Employee's employment with any of the Companies. "Competitive Products or Services" means the provision of strategies and solutions, assistance in the delivery of products, training, and consultative support for the development and/or integration of Internet and wireless solutions, for business intelligence, for e-commerce, for technology implementation in digital business ecosystems, for business invention and strategic development, for program management of business change,

for venture consulting, for customer relationship management, for the application of user experiences associated with Internet environments and wireless applications and interfaces, and for graphical design for Internet environments and wireless applications and interfaces. These limitations apply within the Companies' vertical industries of specialization – Financial and Insurance, Manufacturing, Consumer Products, Retail, Energy, Utilities, Telecommunications, and Health Care. For purposes of this Agreement, "material or substantial contact" means any one or more of the following direct levels of client (or in the case of Section 7(e) hereof, prospective client) contact: direct involvement or assistance in a bid or contract proposal; or personal oral or written communications with the client (or in the case of Section 7(e) hereof, prospective client); or a minimum of two on-site visit to the client (or in the case of Section 7(e) hereof, prospective client); or participation in interviews or orals with the client (or in the case of Section 7(e) hereof, prospective client), or identification as a key resource for the client (or in the case of Section 7(e) hereof, prospective client) proposal.

- f. Prospective Clients. Based on the understanding that Employee will be given access to valuable information relating to prospective clients which the Company has expended considerable financial and personnel resources to obtain, including confidential and proprietary information about these prospective clients, Employee agrees that while an employee of any of the Companies, and for a period of twelve months (i) after termination of employment either voluntarily or involuntarily, or (ii) from the date of entry by a court of competent jurisdiction of a final judgment enforcing these restrictions, whichever is later, the Employee will not (A) solicit any of the Companies' prospective clients with whom Employee had "material or substantial contact" during the twelve months prior to Employee's voluntary or involuntary termination of employment with any of the Companies (each such client a "Covered Prospect") if such solicitation is not for the benefit of the Companies or if such solicitation is for Competitive Products or Services as described above, (B) improperly and intentionally interfere with the prospective business relationships between any of the Companies and any Covered Prospect, or (C) provide Competitive Products or Services to any Covered Prospect with which Employee had "material or substantial contact" during the last twelve (12) months of Employee's employment with any of the Companies.
- g. Reasonableness. Recognizing that the limitations in this Agreement permit Employee to continue Employee's chosen career in the same geographic area without any interruption while protecting the Company's and the other Companies' legitimate business interests in its client and employee relationships, Employee agrees that the above restrictions are reasonable including the short length of time, the limitation as to identified clients and employees, and the specific area of business in which competition is limited as to those clients. Employee agrees that these limitations are reasonable given the highly competitive nature of the Company's and the other Companies' business and are required for the Company's and the other Companies' protection based upon numerous factors including the knowledge and information to which Employee will have access during Employee's employment with the Company. To ensure enforcement if the Company in its reasonable opinion believes that a violation of this Agreement may have occurred or is occurring, Employee agrees to the entry of a court order preventing Employee from violating any of the limitations found in this Agreement. Employee also agrees that in addition to any other remedies,

including an action for damages, the Company also may seek injunctive relief against Employee. The party prevailing in any judicial proceeding between the parties hereto shall be awarded its costs and expenses, including reasonable attorneys' fees.

8. Severability and Savings Provision. The Company and Employee desire that this Agreement be enforced to the greatest degree possible. If a Court of competent jurisdiction finds any part or provision of this Agreement to be unenforceable, void, overly burdensome or invalid, then the parties request such Court to enforce the remaining parts of this Agreement or the provision, as applicable, as valid and enforceable as though the invalid portions were not a part. Additionally, if any provision relating to time, prohibited conduct, scope of activities or restricted clients is deemed unenforceable or overly broad, then the Company and Employee also intend that such provision shall not be wholly void but shall, for purposes of this Agreement or the provision, as applicable, be enforced by a court of competent jurisdiction to the maximum extent it deems reasonable and enforceable in any jurisdiction in which such court is convened.
9. Conflicting Agreements.
 - a. Prior Agreements. Employee represents and warrants that Employee's performance of all the terms of this Agreement and any services to be rendered as an Employee of the Company does not and shall not breach any fiduciary or other duty or any covenant, agreement or understanding, including, without limitation, any agreement relating to any proprietary information, knowledge or data acquired by Employee in confidence, trust or otherwise, prior to Employee's employment by the Company, to which Employee is a party or by the terms of which Employee may be bound. Employee shall not disclose to the Company or its clients, or induce the Company to use or disclose, any such proprietary information, knowledge, or data belonging to any previous employer without such previous employer's permission and Employee will disclose to the Company the term and subject of any prior confidentiality, non-competition, non-solicitation or invention agreement or agreements to which Employee is a party.
 - b. Future Agreements. Employee will not enter into any agreement or understanding, either written or oral, in conflict with the provisions of this Agreement.
 - c. Indemnification. Employee hereby agrees that if Employee intentionally breaches any agreement or understanding between him and another person or company or intentionally wrongfully uses any confidential or proprietary information or trade secrets he has obtained from sources other than the Company without permission, then Employee will indemnify and hold the Company harmless from and against any and all damages, claims, costs and expenses, including without limitation attorneys' fees and legal costs and expenses, based on or arising, directly or indirectly, from such intentional actions.
10. Miscellaneous.
 - a. This Agreement shall be governed by the law of the Commonwealth of Virginia, the Company's principal place of business, without giving effect to Virginia's conflict of laws.

- b. The parties hereto agree that the proper venue for any dispute shall be the Fairfax County Circuit Court or the United States District Court for the Eastern District of Virginia, Alexandria Division and in the event that there is no other manner of service hereby appoint the Secretary of the Commonwealth of Virginia.
- c. If any part or portion hereof shall be determined to be invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part or portion of such term nor the validity of any other term or provision of this Agreement shall in any way be affected thereby.
- d. The provisions of Sections 5, 6, 7, 8, 9, and 10 of this Agreement shall survive termination of Employee's employment, and form a continuing obligation on the part of the parties hereto, which may not be waived except in writing by both parties to this Agreement.
- e. This Agreement contains the entire agreement of the parties with respect to the matters contained herein. It may be modified, changed or altered only by an agreement in writing signed by all of the parties. The language used in this Agreement will be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against any person. This Agreement may be executed in any number of counterparts.

* * * *

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as a sealed instrument, all as of the day and year first above written.



Rina Jha
Vice President – HR CMITS

Suresh Selvaraj

June 08, 2022
Date

Date