##### **Appendix A**

##### **Genpact Immigrant Visa Reimbursement Green Card Agreement for L1A**

This Agreement is entered into by and between Genpact LLC (herein “Genpact” or “the Company”) and Mahmood Khan (herein “Employee”), and is effective this 10th day of May, 2022.

Whereas, Genpact currently employs Employee in the position of Assistant Vice President in Wilkes Barre, PA; and

Whereas; Employee is a foreign national and a citizen of India and is currently authorized to work in the United States on a temporary basis pursuant to a Non-Immigrant Visa; and

Whereas, Employee desires to seek an Immigrant Visa (for Employee only or for Employee and family, whichever is applicable) for permanent residency (the “Immigrant Visa”) in the United States based upon his/her employment with Genpact; and

Whereas, Employee has requested Genpact’s assistance in applying for such Immigrant Visa and Genpact desires to provide certain administrative and legal support to Employee for this purpose;

Now, therefore, Genpact and Employee enter into the following Agreement based upon the mutual promises made herein:

1. Genpact will provide Employee with administrative and legal assistance in support of Employee's application for an Immigrant Visa. Such assistance will, in general, include: a) the completion of the Company's portion of required USCIS forms or applications, b) taking such steps, in the Company's judgment as may be applicable and/or appropriate, to seek Labor Certification by the applicable state Department of Labor and the US Department of Labor, and c) providing Employee with Genpact’s legal counsel, as required for completion of the application process. Employee acknowledges and agrees that Genpact’s counsel will represent the Company and not the Employee in this process (but may provide counsel in final stages) and that the Employee will fully cooperate with counsel in all aspects of the process. Further, Employee acknowledges that Genpact does not guarantee, nor has Genpact made any representations, that it will be successful in obtaining an Immigrant Visa for Employee. Genpact may, at its discretion, discontinue its support of the application process at any time and will provide notice of any such discontinuance to Employee.
2. Employee acknowledges that in providing administrative and legal support to Employee, Genpact will incur administrative and legal expenses for the benefit of the Employee equaling Three Thousand Dollars ($3,000.00) (“the Expenses”). Employee acknowledges and agrees that the amount set forth for the Expenses herein Par. 2 is a genuine, fair, and reasonable estimate of the costs that shall be incurred by Genpact. Should Employee voluntarily leave the employment of Genpact or be terminated by Genpact for Cause (as defined on **Annex A** attached hereto): i) after Genpact has incurred the Expenses but before Employee’s receipt of the Immigration Visa; or ii) within 18 months of Employee’s receipt of the Immigration Visa, Employee further expressly authorizes Genpact to withhold an amount equal to the Expenses incurred but not yet reimbursed from any monies (including, but not limited to, wages, incentive compensation, lump sum salary increases, business expense reimbursements, etc.) that may then be owing to Employee, as allowed under the applicable law. If such withholding is barred by applicable law, Employee agrees to reimburse Genpact an amount equal to the Expenses within thirty (30) days of Employee’s separation from Genpact. If full reimbursement has not been made by Employee to Genpact within thirty (30) days of the date of Employee's separation, Employee additionally agrees to pay Genpact’s legal fees and costs should Genpact initiate legal action to collect under the terms of this Agreement.
3. Employee also acknowledges that Employee is responsible for all additional expenses in connection with the application for the I-140 Immigrant Visa, I-485 Adjustment of Status, I-131 Application for travel document, I-765 Application for Employment authorization, any expedite or premium fees (as applicable), medical examination expenses and any expenses towards applications for eligible family members. These additional expenses shall be paid upfront directly to Genpact’s Immigration counsel.
4. In consideration of: i) Employee’s employment with Genpact; ii) the administrative and legal support provided by Genpact as set forth in Pars. 1-3 herein; and iii) the accompanying expenses incurred by Genpact for the administrative and legal support provided, Employee agrees as follows:
5. During a period of twelve (12) months after receipt of the Green Card by Employee, Employee will not

directly or indirectly, either for Employee or for any other person or entity, own, invest in, organize, become employed by, consult for or with or otherwise provide services to or be associated with, any person or entity, within the United States, which may compete with Genpact. For purposes of this provision, a “competing company” means any business or entity engaged in offering any product or service that is the same as or similar to and product or service sold, represented or provided by Genpact during Employee’s employment with Genpact.

1. Employee also agrees that Employee shall not, for a period of twenty four (24) months immediately

following the termination of Employee’s relationship with Genpact because Employee has voluntarily left the employment of Genpact or was terminated by Genpact for Cause, either directly or indirectly, on Employee’s own behalf or in the service or on behalf of others, solicit, recruit or attempt to persuade any person to terminate such person's employment with Genpact, whether or not such person is a full-time employee or whether or not such employment is pursuant to a written agreement or is at-will.

1. Employee also agrees that, for a period of twenty four (24) months after receipt of the Green Card by

Employee, Employee shall not either directly or indirectly, on Employee’s own behalf or in the service or on behalf of others solicit, contact or persuade any of Genpact’s clients with whom Employee had material or substantial contact (either directly or through subordinate employees) during Employee's employment with Genpact (each a "Covered Client") if such solicitation is not for the benefit of Genpact, or if such solicitation is for a product, service or employment opportunity comparable to that provided by Genpact; or (B) improperly and intentionally interfere with the business relationships between the Company and any Covered Client. . Employee also agrees that for a period of twenty four (24) months after receipt of the Green Card by Employee, Employee will not directly or indirectly, either for Employee or for any other person or entity, own, invest in, organize, become employed by, consult for or with or otherwise provide services to or be associated with any Covered Client of Genpact without the express written consent of the General Counsel for Genpact.

1. Based on the understanding that Employee will be given access to valuable information relating to prospective clients which Genpact has expended considerable financial and personnel resources to obtain, including confidential and proprietary information about these prospective clients, Employee also agrees that, for a period of twenty four (24) months after receipt of the Green Card by Employee, Employee shall not either directly or indirectly, on Employee’s own behalf or in the service or on behalf of others solicit, contact or persuade any of Genpact’s potential clients with whom Employee had material or substantial contact (either directly or through subordinate employees) during Employee's employment with Genpact (each a "Covered Prospect") if such solicitation is not for the benefit of Genpact, or if such solicitation is for a product, service or employment opportunity comparable to that provided by Genpact; or (B) improperly and intentionally interfere with the business relationships between the Company and any Covered Prospect.
2. Employee also acknowledges and agrees that Employee will receive, have access to, and/or develop Confidential Information during his employment with the Company. Employee also acknowledges that Confidential Information confers a competitive advantage over those in a similar business who do not know or use Confidential Information and, therefore, that direct or indirect disclosure of Confidential Information to third parties would be detrimental to the Company. Employee agrees at all times during the term of Employee’s employment and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company, and not to disclose to any person or entity without written authorization of the Board of Directors of the Company, any Confidential Information of the Company unless; i) such Confidential information has become general public knowledge by any means other than through Employee’s actions; or ii) compelled to testify at a deposition, administrative proceeding, trial, or as required by law, government rule or regulation. Nothing in this Agreement prohibits you from initiating communications directly with, or responding to any inquiry from, or providing testimony before, any self-regulatory organization or state or federal regulatory authority. Employee understands that "Confidential Information" means any Company proprietary or confidential information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, business contracts, financial data, inventions, development products, plans for future development, products, services, strategies and concepts, pricing strategies, customer lists and customers (including, but not limited to, customers of the Company on whom Employee calls or with whom Employee becomes acquainted during the term of Employee’s employment), markets, software, developments, inventions, processes,
3. Employee acknowledges that the restrictions in the foregoing sections (a),(b), (c),(d) and (e) are reasonable in nature, scope and otherwise necessary to protect the legitimate assets and interests of Genpact; Employee’s agreement to observe the restrictions set forth in this Agreement is material consideration for Employee’s employment with Genpact as well as eligibility to receive the administrative and legal support provided by Genpact as set forth in Pars. 1-3 herein; and that a violation of any of those provisions will cause irreparable harm to Genpact. Employee represents that Employee’s experience and capabilities are such that the restrictions contained in sections (a),(b),(c), (d) and (e) above, will not prevent Employee from obtaining employment or otherwise earning a living at the same general level of economic benefit as earned with Genpact.
4. Employee further agrees that, should a court determine that any provision, term or condition set forth in sections (a),(b),(c), (d) and (e) is invalid, the court may alter or modify any such provision, term or condition in a manner so as to protect Genpact’s legitimate business interests.
5. Employee agrees that it would be impossible or inadequate to measure and calculate Genpact's damages from any breach of the covenants set forth in sections(a),(b),(c), (d) and (e) of this Agreement, and that a breach of such covenants could cause serious and irreparable injury to Genpact. Accordingly, Employee agrees that if Employee breaches any of such covenants, Genpact will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Exhibit. Employee further agrees that no bond or other security shall be required in obtaining such equitable relief and Employee hereby consents to the issuance of such injunction and to the ordering of specific performance.
6. In the event of Employee’s breach or anticipatory breach of these covenants, or Employee’s claim in a declaratory judgment action that all or part of the covenants contained herein are unenforceable, Employee and Genpact agree that in addition to any other rights or remedies available to the Company under law, the Company shall be entitled to recover from Employee all reasonable sums and costs, including attorneys' fees, incurred by Genpact to defend or enforce these covenants.
7. The restrictive periods set forth herein shall not expire and shall be tolled during any period in which Employee is in violation of such restrictive periods, and therefore such restrictive periods shall be extended for a periods equal to the duration(s) of Employee’s violation.
8. Additionally, Employee agrees to remain an employee of Genpact throughout all phases of the application process. Should Employee voluntarily leave the employment of Genpact or be terminated by Genpact for any reason at any time during the aforementioned period, Genpact reserves the right to withdraw the I-140 petition filed on Employee’s behalf, consistent with applicable U.S. government rules.
9. Employee agrees to disclose any and all legal proceedings (criminal or civil) in any country, for self and all family members included on the application, that are active or arise while the application is in process.
10. Employee agrees to meet all requirements to clear the statutory medical examination for the permanent residency application, including, but not limited to, any statutory requirement to be fully vaccinated against COVID-19.
11. Employee also agrees that any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement, or the breach thereof, shall be decided by the U.S. District Court for the Southern District of New York, or the Supreme Court of New York, New York Countyand all such claims shall be adjudicated by a judge sitting without a jury.
12. Nothing in this agreement changes the Employee's status from that as an "employee-at-will" and nothing in this Agreement shall be interpreted as a guarantee of continued employment by Genpact.
13. This Agreement supercedes any prior agreements between the parties, either written or oral, concerning the subject of this Agreement.
14. This Agreement may only be modified in writing, by the parties hereto.
15. This Agreement shall be interpreted in accordance with the laws of the State of New York.
16. By their signatures below, both parties represent that they have carefully read and understand the contents of this Agreement, and that they have voluntarily entered into this Agreement.

Signed:

## Genpact LLC Employee: Text, letter Description automatically generated

## By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature)

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name Printed: Mahmood Khan

Date:\_\_\_\_\_\_\_\_\_\_ Date:11th May 2022

**Annex A**

#### “Cause” means: (A) any conviction by a court of, or entry of a pleading of guilty or nolo contendere by Employee with respect to, a felony or any lesser crime involving moral turpitude or a material element of which is fraud or dishonesty; (B) Employee’s willful dishonesty, disloyalty, fraud or misrepresentation of a substantial nature towards the Company and any of its Affiliates; (C) Employee’s use of alcohol or drugs which materially interferes with the performance of his/her duties to the Company and/or its Affiliates or which materially compromises the integrity and reputation of Employee or the Company and/or its Affiliates; (D) Employee’s material, knowing and intentional failure to comply with material applicable laws with respect to the execution of the Company’s and its Affiliates’ business operations; (E) Employee’s material, knowing and intentional failure to comply with material Genpact policies and procedures with respect to the execution of the Company’s and its Affiliates’ business operations; and (F) Employee’s insubordination in failing to follow the express instructions of his/her supervisor or any senior manager of the Company.

For purposes of this definition, “Affiliate” means (a) any entity that, directly or indirectly, is controlled by, controls or is under common control with, the Company and (b) any entity in which Genpact Limited has a significant direct or indirect equity interest, in either case as determined by the Compensation Committee of the Board of Directors of Genpact Limited.