

GENPACT

headstrong
Capital Markets

CAP015772-2032169

November 9, 2018

Sureshkumar Nemidoss,
Bangalore.

Subject: Letter of Offer

Dear Sureshkumar,

With reference to your application and subsequent discussions with us, we have pleasure in offering you the position of **Senior Manager**, in Headstrong Services India Pvt. Ltd. On the date of your joining, you are required to get in touch with the People Development function.

The details governing your service, compensation and service conditions are outlined below:

1) Probation and Confirmation:

You will be on probation for a period of three months from the date of your joining. This probation period of 3 months may be extended based on your performance during this period. Upon satisfactory completion of your probation, you shall be confirmed in the regular cadre of the company. During this period the company will also obtain a reference check from your previous employer (s) and receipt of a satisfactory feedback would be necessary prior to your confirmation in service. Your services will be deemed as confirmed unless intimated otherwise before the expiry of the probationary period. In either case the terms contained herein shall remain valid and binding.

2) Compensation

You will be paid the remuneration as per enclosed annexure.

3) Retirement:

On attaining the age of 58 years, you will be superannuated from the services of the company.

4) Cessation of Employment:

- a) During the period of probation, your services can be terminated by giving one-month notice on either side.
- b) After confirmation, your services are liable to be terminated by giving three month's notice on either side.
- c) Your services can be terminated on grounds of indiscipline, misconduct, misappropriation, malpractice, parting of vital business information or information of confidential nature to a third party without proper authorization.
- d) Your services can also be terminated for continued absence from duty without information and authorization beyond eight working days or continued ill health resulting in your absence from work for a period exceeding three months.

Mr. Sureshkumar Nemidoss

5) Transfer / Deputation:

Your services are liable to be transferred or deputed, temporarily or permanently, to any of the units or branches of the company including affiliates, associates and group companies in India or abroad at the discretion of the management. In the event of your transfer / deputation, the rules relating to transfer / deputation will be applicable to you.

6) Confidentiality:

a) During the course of your employment with us, you will have access to certain vital information (written, oral or otherwise), whose confidentiality shall be governed by a separately executed Confidential Information and Inventions Agreement between us and you. In the event that such an agreement is not executed, the following shall apply:

Business Information—Propriety information, profit margins, business plans, strategies, know-how, copyrights, software, computer code or files, patents and policies.

Customer and/or Third Party-related Information—details of contacts with customers, customer lists, prospective customers, markets or other specialized information including all information relating to third party(s)—which is now or at any time hereinafter in the possession of the customer and to which you shall have access. Such information shall include, without limitation, all data, know-how, formulae, processes, designs, photographs, drawings, specifications, software programs, and samples and any other material belonging to a third party and all such information that is otherwise confidential for a third party and is prohibited for use by any other person or persons other than the third party.

Product / Services Information—information or data relating to the creation, development, implementation and marketing of any Company product or service or business operation; proposed products/services and their costs.

Employee Information— the identity of employees, their expertise and salaries.

You will also be trained on various aspects of the job that you will be required to execute, including on-the-job training at the customers' premises, as and when required.

It is expressly understood that you shall not divulge or part with any such confidential information or documents to anyone other than those dealing with such matters in the company, nor will you reveal it or part with these, to anyone even after your leaving the services of the company.

You undertake and confirm that you shall at all times, preserve complete confidentiality in relation to any and/ or all information, referred hereinabove, acquired by you. You further undertake that you shall not use such confidential information for personal gains or put them to your personal use. You shall maintain in strict confidence the Confidential Information and shall not publish or disclose either directly or indirectly; nor in any way permit or suffer the disclosure of the existence, source, content or substance of the Confidential Information; to any person whosoever, both during and after your current employment with the company.

Mr. Sureshkumar Nemidoss

You hereby, indemnify and agree to keep indemnified the company, its employees, servants and/or agents against all claims, actions, losses, damages, costs and expenses which may be brought against or incurred or suffered by the company its employees, servants and/or agents in connection with the Confidential Information if the same are directly or indirectly attributable to your actions, omissions, neglect or fault or any person acquiring such confidential information from you.

You further understand that in the event of your breaching this Confidentiality Undertaking, the company shall be free to initiate and take such appropriate steps, as it may be advised, at your costs and expenses.

b) Except upon the prior written consent of the company, throughout the period you are employed by the company, you agree that you will not (i) take up any other employment; or (ii) engage, directly or indirectly, in any other business, commercial, or professional activity (whether or not pursued for pecuniary advantage) that is or may be competitive with the company, that might create a conflict of interest with the company, or that otherwise might interfere with the business of the company. So that the company may be aware of the extent of any other demands upon your time and attention, you shall disclose in confidence to the company the nature and scope of any other business activity in which you are or become engaged while employed by the company.

c) You agree that while an employee of the company 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, you will not directly or indirectly (A) induce or seek to induce any employee to leave their employment with the company or (B) in any way aid any third party to recruit any employee of the company.

7) Leaves:

Headstrong provides for paid vacation days as "Earned Leave" (ELs), intended to give employee complete rest from official routine and work. All employees who will be entitled for 15 days of earned leaves for the first year and 20 earned leaves from the second year of employment for every completed year of service.

8) General:

a) You will abide by the rules and regulations of the company which are in existence at the time of your joining the organization or framed from time to time. You will also abide by all the statutes of the country. You will not provide any wrong or false information to the company and thereby derive any financial or other benefits or advantages for yourself.

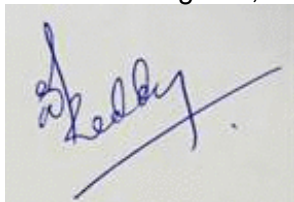
b) On your taking up employment with us, you will have to produce the necessary certificates in original in support of your qualification, experience and age for the purpose of verification in addition to two passport-size photographs.

Mr. Sureshkumar Nemidoss

Please sign the duplicate copy of this letter as a token of your having read, understood and accepted the above offer.

Welcome to the Headstrong family and I look forward to a long, fruitful, happy and exciting association with you.

With warm regards,



Veera Reddy

Assistant Vice President – HR

I have read and clearly understood all the terms and conditions of employment; including **Clause 6**, relating to confidentiality. I agree to abide by them and propose to join on or before **November 12, 2018**.

Signed: _____

Location: _____

Name: _____

Date: _____

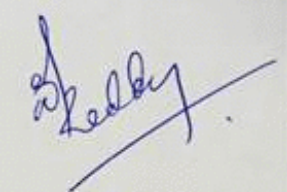
ANNEXURE – II

COMPENSATION DETAILS

NAME	Mr. Sureshkumar Nemidoss
BAND	4D
DESIGNATION	Senior Manager
LOCATION	India>Bangalore>BANGALORE – Pritech Park SEZ IN – Office
COMPONENTS	Amount (per annum)
BASIC	INR 800,000.00
HOUSING RENT ALLOWANCE	INR 480,000.00
CONVEYANCE	INR 90,000.00
MEDICAL	INR 15,000.00
ADDITIONAL ALLOWANCE	INR 519,000.00
COMPANY CONTRIBUTION TO PF	INR 96,000.00
FIXED PAY	INR 2,000,000.00
ANNUAL TARGET PERFORMANCE BONUS	INR 280,0000.00
TOTAL EARNING POTENTIAL	INR 2,280,000.00
GRATUITY	INR 39,000.00

- 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 prevalent company policy, applicable law and will be subject to change e.g. Employee contribution to PF
- The Annual Target Performance Bonus reflects the bonus payout assuming target performance (@100%). Actual payout may vary based on your and the Company's performance. As per the company policy and the Performance Management System, employees who are rated as "least effective" are not eligible for bonus payout. Bonus is paid in March for the preceding calendar year (January– December) and is prorated based on date of joining. For DOJ post 31st August, bonus payout is processed with the next bonus cycle for the entire period.
- **EDLI** Additional Life Insurance Cover of INR 601,000/- as part of Employee Deposit linked Insurance (EDLI) Scheme.
- The company pays for 100% of your premium under the Group Hospitalization Insurance policy. You would also be covered under the Accident Insurance policy of the Organization

Candidate Signature

A handwritten signature in blue ink, appearing to read 'Veera Reddy', with a long horizontal stroke extending from the end of the name.

Veera Reddy
AVP- HR