## 

## SERVICE BOND AGREEMENT

This Service Bond Agreement (Agreement) is entered on this **8th** day of **May**, **2024** by and between:

Mr. /Ms. /Mrs. \_**<<CANDIDATE COMPLETE NAME>>**, S/o, D/o **<<FATHER’s NAME>>**, R/o\_**<<COMPLETE ADDRESS WITH PINCODE (As per Aadhaar Card) >>** (hereinafter referred to as the " Trainee") on the FIRST PART

AND

Coforge Ltd. (Erstwhile, NIIT Technologies Limited), a limited liability company duly incorporated and validly existing under the Companies Act, 1956 and having its registered office at 8, Balaji Estate, Third Floor, Guru Ravi Das Marg, Kalkaji, New Delhi – 110019 (hereinafter called the “Company”).

Whereas the Company is *inter alia* involved in the business of designing developing and providing consulting services in the field of software programs and solutions. The Company executes various customer projects including contracts of unique nature within India and/or abroad (hereinafter “Customer Project”).

And whereas the Trainee will join the Company vide letter dated **8th May’2024**  (hereinafter “Training Letter”) and expressed the desire to be employed by the Company for execution of such customer project in India /overseas on behalf of the Company in which they are exposed to new skills, new technologies, business secrets and technical competency etc., which will enhance his/her capability/prowess, so as to enrich his/her experience, and amass greater skill and knowledge and eventually use the same in the furtherance of the business of the Company.

The Trainee is also aware that such an opportunity, if granted, would considerably enhance his/her career prospects and is desirous of enhancing the same;

**NOW THEREFORE**, in consideration of the mutual premises, promises, covenants and considerations set forth herein, the Parties agree as follows:

1. Subject to the terms of this Agreement, the Company shall provide training to the Trainee in the Customer Projects.

1. The Trainee acknowledges and admits that the Company will incur a substantial amount of expense for providing training and engaging him/her in the Customer Project or otherwise.
2. In consideration of the Company providing the Trainee an opportunity to be engaged in the Customer Project from time to time and/or acquire technical skills via above engagement, the Trainee hereby irrevocably undertakes that he/she shall not leave the Company during training period as defined in Training Letter or the employment of the Company if offered employment at the end of his training period for a period of at least 24 months from the date of joining the Company. For sake of clarity, the date of joining will be the date of joining as defined in the Training Letter. The Trainee also acknowledges the fact that this Service Bond shall remain valid once the status of Trainee changes to Employee after acceptance of offer of employment offered by the Company.
3. The Trainee hereby undertakes that in the event of his/her leaving the Company as provided in Clause 3 above or is terminated for reasons mentioned in clause 6 below, the Trainee shall pay the Company an amount of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand only) without any demur. For claiming the aforesaid amount, the Company need not prove any loss or damages.
4. This Agreement does not create any liability/obligation on the Company to offer employment to the Trainee at the end of training period. The Company is also not under any obligation for keeping the Trainee employed in the services of Company for a period of 24 months if offered employment and can terminate the services of the Trainee at any time as per the Training Letter or employment agreement executed with the Trainee.
5. The Trainee acknowledges and admits that his/her liability to pay an amount of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only ) shall not extinguish in case his/her engagement period with the Company is (A) terminated by the Company for misconduct or negligence or due to the Trainee willfully causing damage to the property or reputation of the Company; or (B) the Trainee leaving the employment prior to completion of the 24 months from the date of joining the Company.
6. The right of the Company to recover an amount of Rs.1,50,000/- (Rupees one lakh fifty thousand only) from the Trainee is in addition to any other remedy available to the Company against the Trainee under the Training Letter or employment agreement or any law for the time being in force as may be amended from time to time.
7. The Trainee shall arrange a guarantee to be provided by an income tax payee guarantor, in the form satisfactory to the Company, for the due performance by the Trainee of his obligations under this Agreement.
8. All dispute or difference arising out of or in relation to this Agreement shall be referred to arbitration under the Arbitration and Conciliation Act, 1996. The Arbitrator shall be appointed by the Company at its sole discretion. The venue of Arbitration shall be New Delhi. The arbitral award shall be final and binding on the parties.

In witness whereof the parties hereto have put their hands on to these presents on this **8th** day of **May’24** at New Delhi/**<<Greater Noida>>**.

**Signature : - <<Candidate Sign>> Signature :- <<Pls Leave Blank>>**

**Name of the Employee : - <<Candidate Complete For and on behalf of Coforge Ltd.**

**Name>>**

**Code : - <<Pls Leave Blank>>**

**Address : - <<Complete Address with PINCODE**

**As per Aadhaar Card>>**

**Witness:**

1. **<<Name & Sign of Any Witness1>>**
2. **<<Name & Sign of Any Witness2>>**

**PERFORMANCE GUARANTEE**

This Guarantee is executed on this **8th** day of **May**, 20**24** by Mr./Ms./Mrs.**<<Father’s / Guarantor’s Complete Name>>** S/o, D/o, W/o Mr. **<< Grand Father’s Complete Name>>** resident of **<<Complete Address As per Aadhaar Card with Pincode>>**, hereinafter referred to as the “Guarantor " which expression shall includes his heirs, successors and administrators.

IN FAVOUR OF

Coforge Ltd. (Erstwhile, NIIT Technologies Limited), a limited liability company duly incorporated and validly existing under the Companies Act, 1956 and having its Office at 8, Balaji Estate, Third Floor, Guru Ravi Das Marg, Kalkaji, New Delhi – 110019 hereinafter referred to as "Company ".

In consideration of the Company providing training/ to Mr. /Ms. /Mrs. **<<Candidate Complete Name>>**, S/o **<<Father’s Complete Name>>** R/o **<<Address as per Aadhaar Card>>** or sending him/her for customer projects, the Guarantor hereby irrevocably guarantees that in case Mr./Ms./Mrs.**<<Candidate Full Name>>** fails to perform his/her obligations under the Service Bond Agreement dated **8th May,2024** (hereinafter the "Agreement") the Guarantor shall pay the Company an amount of Rs.1,50,000/-(Rupees one lakh fifty thousand only), on first call as a primary obligor without any demur or objections. The notice by the Company of failure of performance of his obligations by Mr./Ms./Mrs. **<<Father’s / Guarantor’s Full Name as per his PAN Card>>** under the Agreement shall be final and binding on the Guarantors.

In witness whereof the Guarantor has put his hands hereunder on this **8th** day of **May**, 20**24** at **<<Greater Noida>>**.

Signature **<<Father’s / Guarantor’s Sign>>**

Name of Guarantor **<<Father’s / Guarantor’s** **full Name>>**

Witness:

1. **<<Name & Sign of Any Witness1>>**

2. **<<Name & Sign of Any Witness2>>**