

Service Agreement and Indemnity Bond ("Agreement")

This Agreement is made on this date __ [date] __, by and between: **RSquareSoft Technologies Pvt. Ltd.**, a company registered under the Companies Act, 2013, having its registered office at 2nd Floor, The Commercial Complex, The Woods, Wakad, Pune 411057 (India) (hereinafter referred to as the "Company" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the FIRST PART; AND **[Name_of_the_Intern]**, son/daughter of **[Parent's_Name]**, residing at **[Address]**, currently pursuing a final year **[Degree]** in **[Branch]** from **[Institution_Name]** (hereinafter referred to as the "Intern" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his/her heirs, executors, administrators, and representatives) of the SECOND PART.

WHEREAS:

1. The Intern is desirous of undergoing an internship with the Company for a period of six (6) months, starting from __ [start_date] __ and ending on __ [end_date] __, in the role of **Intern- [Role]** (hereinafter referred to as the "Internship").
2. Upon successful completion of the Internship to the satisfaction of the Company, the Intern shall be considered for conversion to the full-time position of **Associate [Role]**.
3. The Intern agrees to undergo the Internship and, in the event of being converted to full-time employment, to serve the Company for a minimum period of **twenty-four (24) months** starting from the date of joining as an **Associate [Role]**.

NOW, THEREFORE, THIS AGREEMENT WITNESSES AS FOLLOWS:

1. Internship

- 1.1. The Company engages the Intern, and the Intern accepts the internship on the terms and conditions set forth in this Agreement, the Internship Offer Letter, and the Confidentiality and Non-Disclosure Agreement accepted by the Intern.
- 1.2. The Intern shall undergo the Internship in accordance with the training, projects, and duties assigned by the Company.
- 1.3. The Company reserves the right to assess the Intern's performance periodically. Based on the assessment and feedback, the Company will decide on the conversion of the Internship into full-time employment as an **Associate Software Engineer**.

1.4. The decision to offer full-time employment after the Internship shall rest solely with the Company, and the Intern understands that the Internship does not automatically guarantee employment.

2. Full-time Employment as Associate [Role]

2.1. Upon successful completion of the Internship, and if the Intern is offered a full-time position as an **Associate [Role]**, the Intern shall commit to a minimum service period of **two (2) years** from the date of joining the Company as a full-time employee.

2.2. The salary and other terms of full-time employment shall be as per the offer letter issued at the time of conversion.

3. Service Commitment and Indemnity

3.1. The Intern acknowledges the benefit derived from the specialized training, skills, knowledge, and expertise provided by the Company during the Internship.

3.2. The Intern and the Surety acknowledge that the Company incurs substantial costs in facilitating the Internship and subsequent employment. These costs shall be considered a debt owed by the Intern and the Surety to the Company if the Intern fails to fulfill the required service period.

3.3. In consideration of the training and resources invested by the Company during the Internship, the Intern agrees that, in the event of being offered full-time employment and subsequently leaving the Company without serving the minimum required period of two (2) years, the Intern shall be liable to pay the Company a sum of **INR 2,00,000/- (Rupees Two Lakh Only)** as compensation for the cost of training and other resources.

3.4. The Intern further agrees that if they leave the Company during the Internship or within two years of conversion to full-time employment, they shall be liable to pay the Company the stipulated compensation amount as liquidated damages.

3.5. This bond shall not apply if the Company terminates the Intern's or employee's contract due to reasons other than misconduct, poor performance, or breach of this agreement.

3.6. In the event of a breach of this Agreement, the Intern and the Surety shall jointly and severally pay the Company **Rs.2,00,000/- (Rupees Two Lakh Only)** within **15 days** of receiving a notice from the Company, along with interest at 18% per annum.

3.7. The Intern and the Surety hereby bind themselves jointly and severally to pay and compensate the Company as specified in this Agreement.

4. Confidentiality and Non-Disclosure

4.1. The Intern acknowledges that during the course of the Internship, they may have access to confidential and proprietary information of the Company. The Intern agrees to maintain the confidentiality of such information and not to disclose it to any third party without the prior written consent of the Company.

4.2. This confidentiality obligation shall survive the termination or conclusion of this Agreement.

4.3. The Company owns any intellectual property created by the Intern during the course of the internship, or in relation to a certain field, and it shall thereon have all the necessary rights to retain it. After termination, Intern shall not impose any rights on the intellectual property created. Any source code, software or other intellectual property developed, including but not limited to website design or functionality that was created by the intern, during the course of internship under this Agreement, shall belong to the Company.

Commented [SC1]: New added

5. Performance:

The Company's obligation to convert the Intern to full-time employment is contingent upon the Intern's satisfactory performance during the internship.

6. Liability:

The Intern and the Surety shall be jointly and severally liable to the Company for any expenses and damages incurred by the Company in providing specialized training and resources to the Intern.

7. Non-compete:

The Intern agrees not to engage in any employment or consulting activities that compete with the Company's business for a period of **one (1) year** after the termination of the internship or employment.

8. Termination for Cause:

The Company may terminate the internship or full-time employment for any cause specified in this Agreement or the Internship Offer Letter, including but not limited to poor performance, misconduct, or breach of terms.

9. Governing Law and Dispute Resolution:

This Agreement shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of the courts situated at Pune (Maharashtra). Any disputes arising from this Agreement shall be resolved through arbitration, with the seat of arbitration in Pune and the language of arbitration being English.

10. Severability:

If any provision of this Agreement is declared illegal or unenforceable, the remaining provisions shall remain in full force and effect.

11. Indemnification:

11.1. The Intern and the Surety shall indemnify, defend, and hold the Company harmless from any claims arising out of the Intern's actions during the Internship or full-time employment.

Commented [SC2]: new added

11.2. The Intern shall indemnify the Company against any and all expenses, including amounts paid upon judgments, counsel fees, penalties and fines, and amounts paid in settlement (before or after suit is commenced), incurred by the company in connection with his/her defence or settlement of any claim, action, suit or proceeding in which he/she is made a party or which may be asserted against his/her by reason of his/her internship or the performance of duties in this Agreement.

12. Obligations of the Intern :

a. The Intern shall not engage in any sort of theft, fraud, misrepresentation, or any other illegal act neither in the company premises nor outside. If he/she shall do so, the Company shall not be liable for such an act.

b. The Intern shall always ensure that his/her conduct is in accordance with all the rules, regulations and policies of the Company as notified from time to time.

c. The Intern promises to refrain from any form of sexual harassment during the course of internship in and around the premise of company. If the Intern violates this term in the agreement, he shall be fully responsible for his/her actions and it will lead to appropriate legal action with immediate termination from internship.

Commented [SC3]: New added

IN WITNESS WHEREOF, the Parties hereto have duly executed this Service Agreement and Indemnity Bond on the day and year first above written.

Employee Signature		Surety Signature	
Employee Name		Surety Name	
Date		Date	
Place		Place	

Attached Documents:

- Copy of Aadhaar Card of Employee and Surety
- Copy of PAN Card of Employee and Surety