BANK GUARANTEE No. \_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_

To,

Hexaware Technologies Ltd.

Millennium Business Park, Building No 152,

Sector III, ‘A’ Block, TTC Industrial Area

Mahape, Navi Mumbai - 400710

India.

In consideration of **Hexaware Technologies Ltd. (**hereinafter called “the Company”)recruiting Ms..\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter called “the **Employee**”) as a “Trainee” **effective \_\_\_\_\_\_\_\_\_\_** under the aegis of Hexaware Campus Recruitment Program and **imparting him /her** a specialized software training under **the** training program for \_\_12 months\_\_\_ by incurring substantial expenses, the Employee has agreed to provide a Bank Guarantee upto a sum of Rs.1,00,000/- (Rupees One Lac Only) as security for serving **the Company** for such minimum period of three years as aforesaid. We **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** , (hereinafter called “the Bank”) at the request of **Employee** hereby guarantee the due and proper performance of the employees appointment with the Company for such term as stated herein **and** accepted by the **Employee** and agree to pay to **the Company** merely on the Company’s written demand without any demur, a sum not exceeding Rs.1,00,000/- (Rupees One Lac Only) in the event the said Employee fails to serve the complete tenure of three(3) years from the date of its appointment with the Company or breaches any other terms of its employment with the Company (hereinafter called “the Guarantee”).

We, the Bank, do hereby undertake to pay the amount demanded by **the Company,** as aforesaid, under this Guarantee, without any demur**,** merely on a demand made by **the Company,** stating that the amount claimed is due by way of loss or damage caused to **the Company,** by reason of the breach by the said Employee, of any of the terms and conditions of his/her employment conditions given by him **/her** to the Company. Any such demand made by **the Company** shall be conclusive and binding on the Bank as regards the amount claimed under this Guarantee. .

We, the Bank, do hereby agree and undertake to pay to **the Company** any such demand notwithstanding any variation to the terms and conditions contained in the said Letter or the grant by **the Company** of any concession to the Employee in the performance of his employment terms or for any indulgence shown by **the Company** towards the Employee in regard to any of the terms and conditions of the said Letter or for the forbearance of **the Company** to take any action which under the said Letter, **the Company** may be entitled to take against the Employee, all of which but for this Letter would have the effect **of** relieving us from this Guarantee.

We, the Bank, further agree and declare that the Guarantee herein, shall remain in full force and effect during the period that would **be considered** for the performance of the said undertaking i.e. for a period of three years from the date of commencement of training **of** the Employee upto**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (the expiry date) and that it shall continue to be enforceable till all the Company dues under or by virtue of the undertaking as per the Letter have been fully paid and the claims are satisfied or discharged or till the Company certify that all the terms and conditions of the undertaking have been fully and properly carried out by the Employee and accordingly discharge this Guarantee, whichever is earlier

Dated this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Notwithstanding anything contained hereinabove: -

a) Our liability under this Guarantee shall not exceed Rs. 1,00,000 (Rupees One Lac Only).

b). This Guarantee shall be valid until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date of expiry).

c). We are liable to pay guaranteed amount or any part thereof under this Guarantee only and only if you serve upon a written claim or demand on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(date of expiry including claim period, if any).

d). Thereafter all your rights under this guarantee shall be forfeited and we shall be released from all our liabilities hereunder irrespective of whether the guarantee in original is returned to us or not.

For **Bank \_\_\_\_\_\_\_\_\_\_**,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_