

EMPLOYMENT AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[NAME OF EMPLOYER]

an Indian company incorporated under the Companies Act, 1956
and having its registered office at _____ [address]
(hereinafter the "Employer", which expression shall, unless it be repugnant to the
context or meaning thereof, be deemed to mean and include its successors and
assigns)

OF THE ONE PART

- and -

[NAME OF EMPLOYEE]

an Indian citizen residing at _____ [address]
(hereinafter the "Employee", which expression shall, unless it be repugnant to the
context or meaning thereof, be deemed to mean and include his successors and
assigns)

OF THE OTHER PART

WHEREAS the Employer is desirous of employing the Employee and the Employee wishes to accept employment with the Employer, on the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE it is agreed by and between the parties hereto as follows:

1. Employment

1.1 The Employer shall employ the Employee and the Employee shall serve the Employer, in the role of _____ [job title], with such duties and responsibilities as may be assigned to the Employee by the Employer and as are normally associated with a position of that nature.

1.2 The Employee shall devote his best efforts and all of his business time to the performance of his duties under this Agreement and shall perform them faithfully, diligently and competently and in a manner consistent with the policies of the Employer as determined from time to time by the _____ of the Employer. The Employee shall report to the _____ [insert position of supervisor].

1.3 During the term of his employment with the Employer, the Employee shall not engage in activities outside the scope of his employment if such activities would detract from or interfere with the fulfilment of his responsibilities or duties under this Agreement or require substantial time or services on the part of the Employer. The Employee shall not serve as a director (or the equivalent position) of any corporation or other entity and shall not receive fees or any other remuneration for work performed outside the scope of his employment without prior written consent of the President/CEO of the Employer, which consent shall not be unreasonably withheld.

2. Term of Employment

2.1 The Employee's employment under this Agreement shall commence on the date of this Agreement and shall continue until terminated by either party, as hereinafter provided.

3. Compensation

3.1 As full compensation for all services rendered by the Employee to the Employer under this Agreement, the Employer shall pay to the Employee the compensation set forth in Schedule A attached hereto. This Schedule may be amended from time to time in writing by the Employer and the Employee.

4. Fringe Benefits; Expenses

4.1 The Employee shall be entitled to receive all health and pension benefits, if any, provided by the Employer to its employees generally and shall also be entitled to participate in all benefit plans, if any, provided by the Employer to its employees generally.