

EXECUTIVE 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")

OF THE ONE PART

- and -

[NAME OF EXECUTIVE]
an Indian citizen residing at _____ [address]
(hereinafter the "Executive")

OF THE OTHER PART

WHEREAS the operations of the Employer and its affiliates require direction and leadership in a variety of areas, including strategic planning, financial, regulatory, human resources, and community relations, among others;

AND WHEREAS the Employer is desirous of employing the Executive in a management position to provide direction and leadership in these areas, and the Executive agrees to accept such position, 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 Executive and the Executive shall serve the Employer, in the role of _____ [job title]. The position is based at the Employer's office located in _____, India.

1.2 During the term of his employment with the Employer, the Executive agrees to:

- (a) observe and comply with the policies of the Employer;
- (b) serve the Employer faithfully, diligently and competently, to the best of his ability;
- (c) report to the President and _____ of the Employer; and
- (d) serve, without further compensation, as a director of such of the Employer's affiliates as the President shall designate.

1.3 For the purposes of this Agreement, the term "**affiliate**" means any business in which the Employer has an equity or debt stake in excess of five percent (5%) of the capital of such business.

2. Term of Employment

2.1 The Executive's employment under this Agreement shall be for a period of ____ year(s), commencing on the date of this Agreement and terminating on the ____ day of _____, _____.

3. Restricted Activities

3.1 During the term of his employment with the Employer, the Executive agrees not to:

- (a) accept employment with any third party;
- (b) serve on the Board of Directors or similar body of any other business entity;
- (c) engage, directly or indirectly, in any business activity which competes with the business of the Employer and/or its affiliates.

4. Compensation and Benefits