

SEVERANCE AGREEMENT

THIS AGREEMENT made on this _____ day of _____, 2012,

BETWEEN

A Ltd a company incorporated in India under the provisions of the Companies Act, 1956 and having its registered office at _____ (hereinafter referred to as 'A' which expression unless repugnant to the context shall mean its representatives and assigns) of the one Part

AND

Mr X _____, an Indian inhabitant, currently, residing at _____ (hereinafter referred to as "Employee", of the Other Part (hereafter, collectively, the "Parties").

WHEREAS, the Employee is desirous of joining the services of the company with effect from _____;

AND WHEREAS the Company has issued a Letter of Appointment dated _____ setting up the Terms of Employment;

AND WHEREAS the said Letter of Appointment more particularly in Clause _____ provides for a Severance Agreement;

AND WHEREAS in consideration of the financial benefits offered as per the Letter of Appointment and Severance Agreement, the Employee has shown willingness to join the employment offered by the Company;

AND WHEREAS in consideration of the Employee accepting employment with 'A' in the position of _____ on the Terms and Conditions set forth in the Letter of Appointment dated _____, provided to the Employee by 'A' (as modified by this Agreement), 'A' and the Employee agree as follows:

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND CONFIRMED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Term of Agreement.

1.1 The term of this Agreement shall commence as of the Employee's first day of active employment with 'A' and shall continue until the completion of _____ months of this date or commencement of the _____, whichever is earlier (the "Term").

1.2 This Agreement shall come to an end automatically unless extended by mutual, written agreement by the Parties.

1.3 The parties acknowledge that the Employee's employment with 'A' is terminable with written notice of _____ days by either party or pay in lieu thereof. This Agreement governs the severance benefits due to Employee upon separation during the Term but does not otherwise alter Employee's at-will status.

2. Severance.

2.1 If 'A' terminates the Employee's employment during the Term without Cause (as defined below), 'A' shall pay Employee an amount equal to _____ months of the Employee's salary prevailing at the time of such termination (less required withholdings, including applicable taxes), provided that the Employee enters into

a General Release Agreement. The Employee shall not be entitled to any Severance for a termination during the Term if he fails to enter into a General Release Agreement.

- 2.2 The severance payment described in this Section is in lieu of any other severance lumpsum to which the Employee may otherwise be entitled as a result of his termination.
- 2.3 Should the Employee's employment terminate after the Term, otherwise than by Superannuation, he will be eligible for severance and other payments in accordance with the terms of the applicable laws and rules and policies of 'A'.
- 2.4 The Employee shall be eligible for other benefits under the law or other applicable severance plan such as Provident Fund and Superannuation in accordance with the then-applicable terms of the plan.

3. Cause.

For the purposes of this Agreement, "Cause" shall be defined as the occurrence of any of the following events during the Term:

- (a) The Employee being formally charged with the commission of any offence, or being convicted of an offence involving moral turpitude; or
- (b) The Employee's demonstrable fraud or material dishonesty; or
- (c) The Employee's use of illegal drugs or any illegal substance, or his use of alcohol in any manner that materially interferes with the performance of his duties for 'A'; or
- (d) The Employee's intentional, reckless or grossly negligent conduct detrimental to the best interests of 'A', including, without limitation, misappropriation or theft of 'A' property or improper

disclosure of confidential information, or in any manner acting against the interests of 'A'; or

- (e) The Employee's chronic unauthorized absence from work; or
- (f) The Employee's violation of 'A' policies such as on harassment, unlawful discrimination, etc.

4. Miscellaneous:

4.1 This Agreement is in pursuance of Clause _____ of the Letter of Appointment dated _____ and shall, for all purposes, be considered as part and parcel of the said Letter of Appointment.

4.2 It shall not be considered termination of employment without Cause if the Employee is transferred to a joint venture or other 'A'-affiliated entity with the same (or higher) base salary that he was receiving from 'A' prior to the transfer.

4.3 This Agreement is in addition to any other Agreements, Rules, Regulations, Policies, etc of 'A' and shall not preclude the applicability of such other Agreements, Rules, Regulations, Policies, etc on the Employee.

5. Governing Law:

This Agreement shall in all respects be governed by the substantive law of India.

The parties hereto consent to the jurisdiction of the courts of _____, India for the purposes of this Agreement. All disputes arising out of or in connection with this Agreement shall therefore be exclusively referred to the courts of _____, India.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly signed at _____ on the date first above written in two (2) originals.

'A' Ltd

Mr X _____

By: _____

Date: _____

Date: _____

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