

SERVICE AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Agreement") made and executed at Pune this Day of 2011.

Between

The COMPANY, more particularly described in the Schedule 'A', written herein below, (hereinafter referred to as the "COMPANY", 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 FIRST PART.

AND

The INCUMBENT more particularly described in the Schedule 'B', written herein below, (hereinafter referred to as the "INCUMBENT", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his executors, heirs and administrators) of the SECOND PART.

WHEREAS the COMPANY is involved in the business, more particularly described in the Schedule 'A' written herein below.

WHEREAS the INCUMBENT has represented that he/she possesses certain qualifications, qualities, abilities, skills, enabling him/her to do the work entrusted to him/her by the COMPANY as described more particularly in Schedule 'B', written herein below and asked the COMPANY to repose its confidence in the INCUMBENT accepting and achieving the Sales / Performance targets allocated to him

WHEREAS training, if any, required to be imparted to the INCUMBENT substantially improves the his/her professional standing and it has to be imparted by the COMPANY at considerable expenditure as an investment, the COMPANY expects a commitment (elaborated below) from the INCUMBENT to work in the best interest of the COMPANY whereby the COMPANY is able to recover its expenditure on the above mentioned training program of the INCUMBENT or seek a penalty for non-fulfillment of 'Sales / Performance targets' as set out in Schedule 'D' written herein below.

IT IS NOW HEREBY AGREED AS UNDER:

1. Term of Employment. Subject to the provisions for termination set forth below, this agreement will begin on date specified in schedule "c", unless sooner terminated, for a period of 24 months.

2. Remuneration. The INCUMBENT shall be paid a gross compensation as mentioned in Schedule 'E', written herein below on the yearly Cost to COMPANY basis in equal monthly installments, which are inclusive of but not restricted to all contributions by COMPANY under a) Employees Provident Funds Act, 1952, b)Payment of Gratuity Act, 1972,c)Employees Bonus act d) ESIS act, e) Gratuity act etc. The COMPANY shall reimburse the INCUMBENT for all expenses incurred for the Company's business such as for traveling etc. as per the COMPANY policy. The gross compensation also includes all taxes including Service Tax, Income tax, Professional Tax etc, wherever applicable.

3. No Benefits. The INCUMBENT shall not be entitled to any other benefits available to the employees of the COMPANY under the service rules of the COMPANY, except as mentioned herein above and leave as per the rules of the company. The COMPANY may however, at its sole discretion, award prizes and other incentives for exceptional performance from time to time to specific INCUMBENTS.

4. Service. The INCUMBENT shall provide services as per his skills and abilities as more particularly described in Schedule 'B' and his scope of services shall be as

described in Schedule 'C' and shall achieve or exceed the Sales / Performance targets allocated to him by the COMPANY from time to time.

5. INCUMBENT to devote Full Time. The INCUMBENT undertakes to serve the COMPANY or any of its associated or affiliated companies to which he / she may be transferred, for a minimum period of 24 (Twenty four) Months from the date of this agreement and the INCUMBENT further undertakes to Devote Full time, attention, and energies to the business of the COMPANY, and, during this agreement is in force, he/she will not engage in any other business activity, regardless of whether such activity is pursued for profit, gain, other pecuniary advantage or any other reasons. INCUMBENT is not prohibited from making personal investments in any other businesses provided those investments do not require active involvement in the operation of the said investments.

6. Security Deposit. By way of guarantee for due performance of all the terms and conditions contained in the Agreement, the INCUMBENT hereby deposits with the COMPANY the amount equivalent to one full months gross contribution as a non interest bearing Security & Performance deposit. In the alternative the INCUMBENT further agrees that the COMPANY may, at its discretion, grant permission to the INCUMBENT to have the total security deposit amount as said above deducted from his/her remuneration in 3 installments. And if she/he serves the company in accordance with the terms of this agreement the COMPANY shall refund the deposit amount to him/her at the time of expiry of this contract or such earlier period at the sole discretion of the COMPANY. In the event of breach of any of the terms and conditions of this agreement, including the failure to deliver the performance targets during or for the remainder of the term of service of which the COMPANY shall be the sole judge, the said deposit amount shall stand forfeited and the INCUMBENT hereby waives all her/his rights and claims, in favour of the COMPANY in respect of the said security deposit.

7. Termination of Agreement. This agreement supersedes and replaces all the earlier agreements executed by the INCUMBENT. This agreement shall stand terminated once the period for which this Agreement is made expires. If the INCUMBENT continues to work with the COMPANY it shall be with his own free will or to complete his unfinished task as the case may be, but this shall not give rise to the renewal of this Agreement, till both the parties herein agree mutually to renew the same in writing and terms and conditions as agreed thereon.

Notwithstanding anything herein contained the COMPANY will, at any time, have a right to cancel, determine or terminate this Agreement summarily, (i) If the work or conduct of the INCUMBENT is not found satisfactory to the COMPANY (and the statement of the Managing Director or Board of Directors of the COMPANY to that effect, will be conclusive and binding on the INCUMBENT) (ii) If the INCUMBENT commits breach of any term of this Agreement (iii) if the INCUMBENT commits any criminal offense or is accused of such an offense (iv) if the INCUMBENT becomes physically or mentally incapable of attending his duties (v) if he remains absent from the duty for more than a week without the permission of the Managing Director or Chairman of the COMPANY.

The INCUMBENT may at any time terminate this agreement by giving 3 months written notice, of his intention to the COMPANY or 3 months average salary in lieu of the notice period, together with forfeiting his/her right over the Security Deposit as set out in clause 6, herein above.

The INCUMBENT further agrees that if such notice is given at a time when the INCUMBENT is involved and/or executing any project, which would suffer and/or cause the COMPANY damage, due to the absence of such INCUMBENT before it is completed, in such an event the COMPANY shall have the right to stipulate such completion as a precondition to the determination of the contract.

The parties herein further agree that on termination of this agreement i.e. expiry of the notice period, the INCUMBENT procuring the technical release, handing over all accounts and executing the documents necessary to conclude such termination, the COMPANY shall release/clear all his accounts on or before the 7th of the next month.

8. Moral Turpitude. If it is found at any stage that the INCUMBENT has worked against the interest of the COMPANY, of which the COMPANY shall be the sole judge, then his/her services shall be liable for summary termination, without any notice, and the Security Deposit as mentioned in clause 6, shall be forfeited.

If at any stage the COMPANY becomes aware that the information provided by the INCUMBENT to the COMPANY whether directly related to his/her scope of work or otherwise is false or incomplete, the COMPANY shall have the right to terminate this Agreement without any Notice, and the Security Deposit as mentioned in clause 6, shall be forfeited.

9. Confidentiality & Non-Disclosure. The INCUMBENT shall not, either during or after the termination of the said appointment with the COMPANY, use for himself/herself or through others, or disclose or divulge to others including future Employer/s, Manager/Representatives, etc. any trade secrets, confidential information, technology, database or any other proprietary data which he might have learnt directly from the COMPANY, through any training program during the term of employment, of the COMPANY in violation of this agreement.

That upon the termination of this agreement for any of the reasons mentioned in this agreement:

a) The INCUMBENT hereby assures the COMPANY that during or on termination of this agreement and/or his employment, for whatever reason he/she shall not divulge or sell, deal or in any way disclose information as mentioned in this clause to any competitor, existing customer, prospective customer and/or any other person or entity. The INCUMBENT shall indemnify and always hold indemnified, the COMPANY from any damages as a consequence of such action. This clause shall survive the cessation of this Agreement by 5 Yrs.

b) The INCUMBENT shall return to the COMPANY all documents and property of the COMPANY, including but not necessarily limited to: drawings, blueprints, reports, manuals, correspondence, customer lists, computer programs, and all other materials, all their copies, relating in any way to the COMPANY'S business, or in any way obtained by the INCUMBENT during the course of employment. It is further agreed that the INCUMBENT shall not retain copies, notes or abstracts of the foregoing.

c) The COMPANY may notify any future or prospective employer or third party of the existence of this agreement, and shall be entitled to full injunctive relief for any breach.

d) This agreement shall be binding upon the INCUMBENT and his personal representatives and successors in interest, and shall insure to the benefit of the COMPANY, its successors and assigns.

The term "Confidential Information" as used throughout this Agreement means any and all trade secrets, intellectual property and rights, software and copies thereof, whether or not arising from any work or research carried out by the INCUMBENT and/or the COMPANY and any and all data

or information, designs, ideas, products etc., not generally known outside of the COMPANY whether prepared or developed by or for the COMPANY or received by the COMPANY from any outside source. Without limiting the scope of this definition, Confidential Information includes any customer files, customer lists; any business, marketing, financial or sales record, data, plan, or survey; and any other record or information relating to the present or future business, product, or service of the COMPANY. The INCUMBENT agrees that all Confidential Information are the sole and exclusive property of the COMPANY and shall neither be used nor disseminated in any manner by the INCUMBENT. This clause shall survive the cessation of this agreement by 10 Yrs.

The INCUMBENT herein further states that if under the Laptop Policy of the COMPANY, he is required to provide his personal Machine (Laptop) then on cessation of this Agreement, all Data, Software's, Programs, e-mails etc. shall be handed over and/or transferred on the COMPANY'S system, as it is the property of the COMPANY. The INCUMBENT further agrees that he would need to procure the certificate of such transfer and/or deletion from the technical head of the COMPANY, before his termination is finalized. Such deletion and/or transfer shall not include the Operating System and any/all other softwares not related to the COMPANY and which the INCUMBENT has procured independently.

10. Non-Compete. The INCUMBENT hereby states that in consideration of his/her employment rights under this Agreement and in recognition of the fact that he/she will have access to the confidential information of the Company and that the Company's relationships with its customers and potential customers constitute a substantial part of its goodwill, he/she, agree that for One (1) year from and after termination of his/her employment, for any reason, unless acting with the Company's express prior written consent, he/she shall not, directly or indirectly, in any capacity, solicit or accept business from, provide any service/s of any kind to, or perform any of the services offered by the Company, for any of the Company's customers or prospects, Vendors or Competitors with whom he/she have come in contact directly and/or indirectly during the tenure of their Service with the Company.

The INCUMBENT further assures and agrees that for 12 months after the termination of this agreement he/she shall keep the COMPANY informed about his/her future employment and/or employers, as the COMPANY may need him/her for matters pertaining to their tenure of employment with the COMPANY, failing which the COMPANY shall have a right to claim damages caused because of such failure. For this purpose the INCUMBENT shall execute a separate Document, before his/her termination is finalized.

11. Transferability. The INCUMBENT further agrees that the COMPANY may transfer him to any of the offices/Departments/Units of their or of associates companies or at customer companies, whether existing or to be set up, anywhere in India or abroad, on the terms and conditions of the employment at the sole discretion of the management. Provided that if the INCUMBENT is deputed to any associated/subsidiary/customer company outside India by the COMPANY, the INCUMBENT shall be treated as having bound himself to serve the COMPANY for the deputation period, and for the stipulated period thereafter, if any, and the same shall be treated as the contract period vis-à-vis this Agreement.

12. Safe Keeping of COMPANY Assets. The INCUMBENT shall during the course of his employment, be entrusted with various products, materials, equipments, e-mail account etc., including calculators, Mobile phones, Laptops, Company Products etc. The INCUMBENT undertakes to, use the said assets and all other as and when provided

only for COMPANY work and shall not use/utilize the same for personal or non COMPANY work, shall keep safe such articles and would take care of such articles as a man of ordinary prudence would, of his own assets. The INCUMBENT hereby indemnifies the COMPANY against any losses or damages caused by misuse of any such article and/or against any losses or damages caused to any such articles in his possession.

13. e-mail Policy. The INCUMBENT is hereby specifically informed and made aware that the COMPANY has a standard e-mail policy whereby all COMPANY e-mail accounts are the sole property of the COMPANY. The COMPANY hereby further states that no personal e-mails can be received or sent from COMPANY accounts or computer networks and any violation of this clause will render the INCUMBENT liable for breach and for strict disciplinary action of which the COMPANY shall be the sole Judge.

14. Intellectual Property Rights. The INCUMBENT further agrees that during the course of his/her employment, all Intellectual Properties that shall be utilized, created, obtained and/or developed by him/her directly or indirectly, whether registered or unregistered shall remain the property of the COMPANY alone and the INCUMBENT shall have no right to use, affix and/or sell the same, either during the course of employment and/or after termination of this Agreement. Any breach of this provision will make the INCUMBENT liable for legal action under the concerned Law,

This provision includes all intellectual properties, i.e. Patents, semiconductor integrated circuit layout designs, Industrial Designs, Copyright/s, Trademarks, know-how & Confidential Information.

The INCUMBENT shall cooperate with the COMPANY and make himself available for any registration, documentation or litigation at the request of the COMPANY.

15. Prior Obligations. The INCUMBENT hereby declares that he/she has informed the COMPANY in writing (more particularly mentioned in Schedule 'B') of any and all continuing obligations that require him/her not to disclose to the COMPANY any information or such other obligation, which may or will limit his/her opportunity or capacity to compete with any previous employer.

16. Miscellaneous. The Incumbent's obligations under this Agreement shall survive this Agreement with the COMPANY regardless of the manner or reasons for such termination and regardless of whether such termination constitutes a breach of this Agreement or of any other agreement that the INCUMBENT may have with the COMPANY. If any provisions of this Agreement are held or deemed unenforceable or too broad to permit enforcement of such provision to its full extent, then such provision shall be enforced to the maximum extent permitted by law. If any of the provisions of this Agreement shall be construed to be illegal or invalid, the validity of any other provision hereof shall not be affected thereby.

(i) Indemnity. The INCUMBENT hereby indemnifies and holds the COMPANY harmless for any loss, damage or expense that the COMPANY may incur arising out of any claim or actual damages arising out of any unprofessional behavior or negligence on part of the INCUMBENT pursuant to this agreement.

(ii) Assistance in Litigation. The INCUMBENT shall upon reasonable notice, furnish such information and proper assistance to the COMPANY as it may reasonably require, in connection with any litigation in which it is, or may become, a party either during or after employment.

(iii) This Agreement. By signing this Agreement, the INCUMBENT voluntarily terminates/closes all previous agreements if any with the COMPANY and confirms that no claim subsists for that period without prejudice to the claims of the COMPANY.

(iv) Amendments. This Agreement may be amended only in writing and when signed by each party.

(v) Recoveries. At any time during the operation or at any time after the cessation of this agreement, the INCUMBENT shall forthwith repay the COMPANY on demand any taxes or contributions paid by the COMPANY as part of the gross remuneration, should such sums be demanded from the COMPANY by any government or other authority.

(vi) Premature Release. If, at any time, the INCUMBENT gives notice to terminate or determine this agreement as per the provisions herein and the same is accepted by the COMPANY according to these presents, the INCUMBENT agrees that he/she shall pay to the COMPANY a sum as specified in Schedule F herein or in a separate agreement clearly specifying the amount to be paid by the INCUMBENT to the COMPANY as consideration for premature determination and that the payment of such sum shall be due and payable to COMPANY on the day the INCUMBENT issues notice of his intent to determine this contract or resign from the services as specified herein. The minimum amount of such consideration shall be the gross remuneration payable for one month, under this agreement or such higher amount as may be specified in the Schedule F hereto, or a separate document.

17. Settlement by Arbitration. Any claim or controversy that arises out of or relates to this agreement, or the breach of it, shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 or the prevailing Act. A single and sole Arbitrator shall be appointed by the COMPANY and the venue of Arbitration shall be at PUNE.

18. Rules, Regulations and Policies. The INCUMBENT will, at all times, be governed by the rules, regulations and policies of the COMPANY in force at all times and as modified by the COMPANY from time to time. The INCUMBENT shall be at work at the establishment at the times fixed and notified by the COMPANY. An INCUMBENT attending late will be liable to the deductions provided for in the Rules as prescribed by the COMPANY. Any INCUMBENT, who after punching his time Card/after signing the muster as is applicable is found absent from his proper place of work during working hours without permission of without sufficient reason, shall be liable to be treated as absent for the period of his absence. Deduction from remuneration for the periods of absence specified in the previous paragraph may be made in accordance with the Rules as prescribed by the COMPANY.

19. Severability. If any provision of this Agreement is declared unenforceable under applicable laws, the affected provision will be considered omitted or modified to conform to the applicable law and all other provisions will remain in full force and effect. If any claim that arises out of this Agreement is found Ultra Vires, then the same shall be severed.

20. Waiver. The failure on part of the COMPANY to insist upon strict adherence to any term of this Agreement, on any occasion shall not be considered a waiver or deprive the COMPANY of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing. One or more waivers of any covenant, terms or condition of this agreement by the COMPANY shall not be considered to be a waiver of, or render unnecessary, consent or approval of the COMPANY of any subsequent or similar acts or omission.

21. Other Appointments. All the other designations or appointments conferred on the INCUMBENT as Consultant, Director, Manager, Executive, Trainee, and Engineer etc will be co-terminus with your employment with the COMPANY. During the period of this agreement, the INCUMBENT specifically undertakes not to carry out any activity like applying for or appearing for an interview

relating to employment, by whatsoever name called, with any entity or organization. Also the INCUMBENT is not allowed to disclose to any other individual working with this COMPANY or out of the company, his/her remuneration paid by the COMPANY. Nothing in this agreement shall be construed by the INCUMBENT as granting or having the effect of granting any form of permanent employment with the COMPANY.

22. *Addresses For The Purpose of Service.* All communications between the COMPANY, INCUMBENT and the surety shall be deemed to have been effectively served if served at the addresses provided in Schedules 'A', 'B' & 'C', respectively, written herein below. Any change in the above addresses of any of the concerned parties i.e. COMPANY or INCUMBENT, shall be intimated in writing to the other parties by the party whose address has changed within a period of seven (7) days of such change. If no such change has been intimated or received, the addresses mentioned above shall be deemed to be the addresses of the concerned parties. All jurisdiction shall be restricted to Pune.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seal the day and year first herein above written.

SIGNED, SEALED AND DELIVERED by the within named COMPANY

SIGNED, SEALED AND DELIVERED by the within named INCUMBENT

Name _____

in the presence of witness

Name _____

Schedule 'A' as referred herein above

M/s. TRANSWORLD COMPRESSORS TECNOLOGIES LTD., a company incorporated under the Companies Act, 1956, having their registered office at: C3/8, Rakshalekha Society, Koregaon Park, Pune - 411 001 having nature of business as sales and marketing of industrial products, research, development and manufacture of electronic products, computer software and technology solutions.

Schedule 'B' as referred herein above

i. Name _____

ii. Age: ____ iii. Nationality: _____

Residence and permanent address:

Telephone _____
Mobile _____

Educational Qualifications:

Work Experience yrs:

Continuing obligations:

Schedule "C" as referred herein above

i Effective date of this agreement:

ii Scope of Service:

Schedule "D" as referred herein above

Sales Target as mutually agreed between the parties herein:

Penalty for non fulfillment of the targets:

Schedule "E" as referred herein above

Remuneration (consolidated salary inclusive of all benefits like basic pay, all allowances, contribution to provident fund, bonus, gratuity, taxes etc)

INR per annum _____
In words _____

Schedule F - Special Annexure

Consideration to be paid for premature determination of this agreement as per terms and conditions set out heretofore.

If terminated / determined within 12 months of the date of this agreement -
Rs. TWO LAKHS ONLY

If If terminated / determined within 24 months of the date of this agreement -
Rs. ONE LAKH FIFTY THOUSAND ONLY