EMPLOYMENT TERM SHEET

The intent of this binding term sheet dated ("**Term Sheet**") is to describe key terms agreed to between (i) (the "**Executive**") andInTheExecutive and the Company hereinafter collectively referred to as the "**Parties**" and each, a "**Party**", in connection with a proposed employment of the Executive in the Company ("**Transaction**").

1.	Appointment and	The Executive shall be appointed as any designationor such
	Designation	other title elected by Executive depending on his role and responsibilities for the Company.
2.	Confidentiality	The Executive shall be keep all material information of the Company confidential to the extent practicable and shall not be liable for any disclosures (inadvertent or otherwise).
3.	Intellectual Property	All IP rights/ title/ interestcreated by the Executive during the course of his employment shall vest with the Executive.
4.	Non compete and non solicit	The Executive shall not during the term of his employment undertake any activity as investor/ director/ contractor/ agent/ in any business similar to the business of the Company.
5.	Termination of Employment	The termination of the employment of the Executive shall end upon 1 month's notice from the Executive to the Company. Upon termination of employment of the Executive with Cause, all the rights of the Executive shall terminate immediately.
		Company may terminate the employment of the Executive with Cause. " Cause " shall mean any of the following:
		 (i) Dishonesty – theft or fraud (ii) Insubordination – breaking of organizational policies (iii) Absence for 3 consecutive months
		Upon termination of employment of the Executive with Cause, all the rights of the Executive shall terminate immediately, save and except the right to compensation which shall subsist for 60 days post termination.
6.	Entire Term Sheet	This Term Sheet sets out the entire understanding between the Parties with respect to the subject matter hereof and supersedes and extinguishes any previous drafts, term sheets or understandings between the Parties (whether oral or in written) relating to the subject matter herein.

IN WITNESS whereof the Parties hereto executed this Term Sheet the day and year first above written.

On behalf of the Executive	On behalf of the Company
Name:	Name:
Title:	Title: CEO and Director