



20th August, 2014

Mr. Ch. V. Sai Surendra.

Chinthamvari Street,
Kavali, Nellore (Dist),
Andhra Pradesh.

Dear Sai Surendra,

Sub.: Offer of Employment.

With reference to your discussion with us, we are pleased to offer you the position of **Trainee - Engineer** in **Marquis Technologies Pvt. Ltd.**

You will be stationed at **Bangalore** as of now.

You will be paid remuneration of **Rs. 16,000/- per month** (Including medical insurance of Rs.125/- per month, which will be deducted from your remuneration every month).

You are required to start your duty on **20th August, 2014** failing which this offer stands cancelled. The employment initially is for a period of six months i.e. till **21st February, 2015**. It may be extended, if needed.

If during the initial period of appointment, if you avail any leave, the remuneration will be deducted proportionately.

At the end of six months period, based on your work performance and work requirement, you may be considered for regular employment on employment terms that govern regular employees of Marquis Technologies Pvt. Ltd. and you shall be eligible for all employee benefits.

Notice Period:

Your employment can be terminated by Marquistech at any time by giving one month notice in writing or payment in lieu. The employee if willing to terminate this offer shall do so by giving one month notice or in lieu of payment of one month compensation drawn by the employee at the time of his termination. Marquistech shall have the sole discretion to accept his/her resignation and relieve an employee on determination of the agreement. The management reserves its right to, at its sole discretion accepts your resignation and relieves you immediately by waiving the notice.

CH. Surendra



Annexure III – Non-Disclosure Agreement

Non-Disclosure Agreement

I agree to be bound by obligations detailed in this personal Non Disclosure Agreement in connection with my designation as **Trainee - Engineer** and any other tasks and/or assignments. I may perform for and to Marquis Technologies Pvt. Ltd. including its affiliated companies [and representatives] (hereinafter "MARQUIS TECHNOLOGIES PVT. LTD.").

Within the scope of this personal Non Disclosure Agreement I shall possibly receive or have access to non-public information (including but not limited to intellectual properties, business, economical, financial, technical, electronic and commercial data as well as names, addresses, lists and or any other data and / or personal data of employees, etc owned by or relating to MARQUIS TECHNOLOGIES PVT. LTD. or other companies of the MARQUIS TECHNOLOGIES PVT. LTD. - group or affiliates, sub contractors, other contractors and/or customers of MARQUIS TECHNOLOGIES PVT. LTD. or any other information of MARQUIS TECHNOLOGIES PVT. LTD. in respect of which MARQUIS TECHNOLOGIES PVT. LTD. is under any obligation of confidence to third party (herein after the "information"). Such information may be in verbal, written or any other materialized form (including but not limited to photos, slides, video tapes, computers diskettes, CD-ROMS etc).

I hereby agree to keep the information or any part thereof in whatever forms strictly confidential and I shall not disclose or otherwise may available the information to third parties (including but not limited to my employer, representatives or advisor of the employer or my colleagues/workmates) without the prior written consent of MARQUIS TECHNOLOGIES PVT. LTD. nor make copies of information nor store it (in electronic form or otherwise) especially I acknowledge that any and all information that may be available from computers or databases of MARQUIS TECHNOLOGIES PVT. LTD. or its employees, officers, directors or agents, disclosed to me orally in internal / external discussions of such MARQUIS TECHNOLOGIES PVT. LTD. employees, officers, directors or agents or otherwise available, shall be deemed especially sensitive confidential information of MARQUIS TECHNOLOGIES PVT. LTD. which I shall not disclose to any one or use for any purposes.

I also agree not to use information without the prior written consent of MARQUIS TECHNOLOGIES PVT. LTD., for any purpose other than for the purpose of fulfilling my duties under the order.

Furthermore, I agree to return all information in my possession in whatever form to MARQUIS TECHNOLOGIES PVT. LTD. upon expiration or termination of the order without retaining any copies in whatsoever form thereof. Furthermore, I recognize that all the information received during or related to the order and all copies or other materialized form of such information including but not limited to photos, plans, slides, video tapes, computer diskettes, CD-ROMs etc, remain the sole property of MARQUIS TECHNOLOGIES PVT. LTD. and/or its licensor's confidential and proprietary rights and to provide reasonable assistance to MARQUIS TECHNOLOGIES PVT. LTD. to secure patents, copyrights or other forms of protection for such rights, title, interest and intellectual property rights as belonging to MARQUIS TECHNOLOGIES PVT. LTD. in any country of the world.

CH. Swendra



1. **Clause for Termination for Non Performance and Misconduct:**

Your services are liable to be terminated without any notice or salary in lieu thereof for non performance, misconduct, non-compliance, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, disloyalty, commission of an act involving moral turpitude, any act of indiscipline or inefficiency.

Upon termination of your employment with Marquistech, you shall forthwith return to Marquistech all assets and property of Marquistech including all documents, files, books, papers, memos, software or any other property of Marquistech in your possession or under your control.

2. **Clause for Non-Compete:**

Non-Compete: You covenant and agree that, during the term of your employment with the Company and for twelve (12) months after the termination thereof, regardless of the reason for the employment termination, you will not, directly or indirectly, anywhere in the Territory, on behalf of any Competitive Business perform the same or substantially the same Job Duties.

The above terms and conditions are subject to changes from time to time and the same would be communicated to you in writing.

Please sign the attached copy NDA and send the duplicate copy of this offer in token of acceptance.

Best Wishes,

For Marquis Technologies Pvt. Ltd.

A handwritten signature in blue ink, appearing to read "Vp prasannan", with a horizontal line underneath.

Ms. Vinitha Prasannan
(HR Manager)

A handwritten signature in blue ink, appearing to read "CH. Surendra", written in a cursive style.



I also agree the sub- contractor may disclose information regarding us under our relationship for confidential us by MARQUIS TECHNOLOGIES PVT. LTD.

This Non-Disclosure Agreement shall be valid during the whole term of the order and shall remain in force after the termination thereof as long as the information becomes public knowledge.

Should I violate any provision of this Non- Disclosure agreement is shall pay MARQUIS TECHNOLOGIES PVT. LTD. as liquidated damages the amount of Euro 100,000/- (One Hundred Thousand Euro Only). I fully understand and agree that the payment of this liquidated damages would not be sufficiently remedy for any breach of obligations under this Non- Disclosure agreement and MARQUIS TECHNOLOGIES PVT. LTD. shall also be entitled to specific performance and injunctive relief as well as to consequential, special, incidental, punitive or indirect cost, damages or expenses of any kind and compensation for loss of profit, business or goodwill as remedies for any such breach. Payment of the liquidated damages does not release me from obligation under this Non- Disclosure agreement

I herby give my consent to MARQUIS TECHNOLOGIES PVT. LTD. or third parties on behalf and under direct authority of Marquis Technologies Pvt. Ltd. to process my personal data as deemed appropriate and necessary in the operations of Marquis Technologies Pvt. Ltd. in connection to the purpose of the Non-Disclosure agreement and undertakings related to it. This process will be done in compliance with Marquis Technologies Pvt. Ltd. guidelines and applicable legislation. I acknowledge that as a global company, Marquis Technologies Pvt. Ltd. has international sites throughout the world and to the extent necessary the personal data related to me be sent to any site within Marquis Technologies Pvt. Ltd.. I herby give my consent that my personal data being transferred and processed electronically by third parties or on servers located outside of the country where I originally entered the information. Any transferring and processing of personal data is done under the direct authority of Marquis Technologies Pvt. Ltd. and under a strict confidentiality obligation and by protected technical means.

Place:

Bangalore

Date:

26/08/2014

Signature of Deputed Personnel:

CH. Surendra

Name in Block Letters: MR. CH. V. SAI SURENDRA.