

01st December 2021

Mr. Shubham Kumar
At-Mahashi, Post:-Tilakpur,
Dist:-Bhagalpur (Bihar)

Dear Shubham,

Sub.: Offer of Employment

With reference to your discussion with us, we are pleased to offer you the post of **Test Engineer**.

Compensation: Your total gross base compensation inclusive of all benefits will be **Rs. 2,50,009/- (Rupees Two Lakhs Fifty Thousand Nine Only)** per annum (refer Annexure II) and will be subject to deduction of tax at source as per statutory regulations

Date of reporting: You are required to report at our office at **Noida** on or before **10th December 2021**. The terms of this offer (including the terms contained in the Annexures) are strictly confidential between you and Marquis Technologies Private Limited. If you fail to report for duty on **10th December 2021**, this offer will be withdrawn.

We welcome you to Marquis Technologies Private Limited and look forward to your contributions in growing the business with the team here in Marquis Technologies Private Limited. Annexures I, II & III attached to this communication forms part of the offer letter.

Best Wishes,

For Marquis Technologies Private Limited



Ms. Krupa Badle

Human Resource Department

Enclosed: Annexure I, II, III

I have read and understood the terms and conditions of the offer (including the terms and conditions of the Annexures) and am happy to accept them for employment at Marquis Technologies Private Limited. I will be joining Marquis Technologies Private Limited on or before **10th December 2021** and look forward to being a part of the Marquis Technologies Private Limited team.

Signature: Shubham Kumar

Date: 06/12/21

MARQUIS TECHNOLOGIES PRIVATE LIMITED

Unit 804/805, Rupa Solitaire Park, Sector 1, Plot 2, 8th Floor, Millennium Business Park, Mahape, Navi Mumbai
- 400710. INDIA

Phone 022-41554512/022-41554514 • Website. www.marquistech.com

Shubham Kumar

Annexure – I

1. All terms and conditions governing your employment with Marquis Technologies Private Limited are incorporated in this offer letter. Any other commitment either verbal or otherwise by any official of Marquis Technologies Private Limited made will not be binding the organization unless such commitments are incorporated in this letter.
2. You will be entitled to receive salary and reimbursements / allowances as per the terms of Annexure – II, attached herewith and other benefits as per existing policies of Marquis Technologies Private Limited ("Marquis Technologies Private Limited").

3. Documents to be submitted:

Please furnish the following information, certificates / documents for our record on the day of joining.

- (a) Date of Birth proof
- (b) Educational qualification - Copies of your degrees, diplomas etc.,
- (c) Previous Employment –
 - a. Salary Particulars (Salary Certificates + Last three months' drawn pay slip)
 - b. Relieving and Experience Letters from your previous and current employers.
 - c. If the management chooses they can do reference check.
 - d. Your PF Number, in case you want to transfer your PF amount from your previous employer.
- (d) Photocopy of your passport, if you have one.
- (e) Five copies of your recent Passport size color photographs.
- (f) You will keep us informed of any change in your residential address or in your civil status.

4. Probation Period:

You will be on probation for a period of Three (3) months i.e., Ninety Days (90) days probationary period during which your performance and suitability for employment will be evaluated. It is understood that the probationary period is designed to determine your suitability for continued employment by assessing your skills, performance and interpersonal relationships. It is also a time for you to assess Marquis Technologies Private Limited as your employer. During the probation period your absence at the client's place may not be entertained. Employment may be terminated at any time in this probationary period without any warnings or notice or pay in lieu of such notice. Marquis Technologies Private Limited can at its discretion extend the probation period, as it deems necessary or terminate your employment, as the case may be.

During probation period, if the management felt that your work, conduct or behaviour is not satisfactory; your services would be terminated at any time without assigning any reason thereof and without any notice period or salary in lieu of notice period.

5. Training Program and Agreement:

Every employee will be imparted with Technical training either in the Marquis Technologies Private Limited or at the Client's premises. The period of training will be for three months and shall begin from the date of joining.

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6. Bonus:

Bonus will not be paid if the stipulated timelines are not met or employment is over before the pay-out i.e. you understand that you will not be eligible to receive any bonus payment if your employment with the Company has terminated from either side for any reason prior to the Bonus Payment Date.

Please note that the bonus plan is entirely discretionary and the Company reserves in its absolute discretion the right to terminate or amend it or any other bonus plan that may be established.

7. Leaves:

You will be eligible for leave as per the policy of Marquis Technologies Private Limited which are in force from time to time. A total of 22 days' leave will be considered as annual paid leave for every completed year of service i.e. 1.83 days' leave is earned per calendar month of service. Annual leave can be carried forward till the period of 2 years. Leave cannot be encashed in any circumstances. Availing leave is not encouraged during probation period. However, leave is earned during this period but In case Leaves taken during probation period Salary will be deducted accordingly.

Leave and Compensatory off cannot be adjusted against notice period. Leaves availed during notice period either may extend the notice period or salary will be deducted accordingly. In case of Resignation or Termination of service leaves will not be encash as per Company policy.

8. Confidentiality:

In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans. All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Marquis Technologies Private Limited or thereafter. In the event of you contravening this confidentiality provision while in service of Marquis Technologies Private Limited or thereafter then Marquis Technologies Private Limited will be at liberty to initiate appropriate legal proceedings.

9. Non-Disclosure:

You shall not communicate, or attempt to communicate to the public, media bodies, journals, academic institutions etc. or cause to disclose at any time, any information, or documents, official or otherwise relating to Marquis Technologies Private Limited except with the prior written approval of the Authorized Person of Marquis Technologies Private Limited Detailed NDA enclosed- Annexure III.

10. Intellectual Property Rights:

Any product development, process, discovery, plan, specification, program, design, process, adaptation or improvement in procedure or other matters of work which can be the subject matter of protection granted to any intellectual property rights (including without limitation to patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons while in the employment of Marquis Technologies Private Limited, in connection with or in any way affecting or relating to the business of Marquis Technologies Private Limited or capable of being used or adapted for use therein or in connection therewith shall forthwith be disclosed to Marquis Technologies Private Limited and shall belong to and be the absolute property of Marquis Technologies Private Limited. On joining, you will be requested to sign a formal Confidentiality agreement with Marquis Technologies Private Limited.

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11. Place of posting: Noida

However, during your employment with the company, you may be posted / transferred to any of the client's offices / projects / divisions/ departments / units of the company existing or to be set at any other location in India or abroad, without any additional remuneration. Such a posting will not entail you to become an employee of the client's organization at any time unless specifically agreed to by both Marquis Technologies Private Limited and their client(s).

While serving in the client's organization, all issues including HR, Personal and admin will be addressed to Marquis Technologies Private Limited only and will not be taken up with the client.

12. As per the policy of Marquis Technologies Private Limited we expect all our full-time employees to devote their full-time attention and efforts to the business of Marquis Technologies Private Limited. We clearly disapprove of any employee directly or indirectly engaging himself/herself in or devoting any time or attention to any part-time employment or business or monetary position other than that of Marquis Technologies Private Limited. In specific cases, e.g. writing for a magazine / journal, speaking at various forums explicit permission from Marquis Technologies Private Limited has to be taken prior to your engaging in such activity. At any time, if it is found that there is any breach of this condition on your part, your services are liable to be terminated at the sole discretion of Marquis Technologies Private Limited.
13. You will be entitled to statutory benefits such as Provident Fund etc., as per the policies of Marquis Technologies Private Limited and applicable legislations.
14. You will be eligible for leave as per the policy of Marquis Technologies Private Limited relating to leave, which are in force from time to time.
15. You will be governed by the rules and regulations of employment established by Marquis Technologies Private Limited and general work practices, which will be in force from time to time.
16. You will be responsible for the safe keep and the return in good condition and order, of all property such as equipment, computers, books, etc., which may be in your use, custody, care or charge. Marquis Technologies Private Limited shall have the right to deduct the monetary value of all such things from any final monetary settlement due to you, and take such other action, as Marquis Technologies Private Limited deems proper in the event of your failure to account for such property to the satisfaction of Marquis Technologies Private Limited.

17. Termination of Permanent Service:

You will automatically retire from the service of the company on attaining superannuation age of 58 years.

If you absent yourself without leave or remain absent beyond the period of leave originally granted or subsequently extended, you shall be considered as having voluntarily terminated your employment without giving any notice unless you:

- (a) Return to work within 8 days from the commencement of such absence and
- (b) Give an explanation to the satisfaction of the Management regarding such absence.

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

19. Notice Period:

Your employment can be terminated by Marquistech at any time by giving you notice of 60 (Sixty) days' in writing or lieu of payment. The employee if willing to terminate the employment shall do so by giving a written notice of 60 (Sixty) days. However, under no circumstances the employee is at liberty to terminate this Contract during the period of the Agreement for Training Program signed and executed at the time of joining. Marquistech shall have the sole discretion to accept the employee's resignation and relieve an employee on determination or early termination of the agreement. Buyout clause is available only if organization agrees.

Marquis may terminate this agreement by giving 60 days' notice in writing or lieu of payment, In case of ramp down of project/project end/project completion from client.

In the event that you want to terminate your employment with the Company, while on a project at customer/client site in India or abroad you will require to give a minimum of 60days' notice, to enable smooth transition and transfer of technology. The actual date of release will be mutually decided by Management with the concerned client and your manager.

20. 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, Fraud/False documents, Fraud/False Identity, Inadequate and insufficient required documents, 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.

Also your services may be terminated due to Lack of job related skills, Improper character or Attitude. Integrity issues, or any other reason that the company believes renders the employee unsuitable for continuing employment with the company. Incase if you fail in any of the subject in your last semester examination, this offer stands to be cancel/Withdraw.

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

Carrying any type of weapon like Gun, knife or any other form of weapon which can cause fear or physical harm to human is not allowed to be carried when on the job/assignment of Marquistech.

21. Clause for Non-Compete:

You covenant and agree that, during the term of your employment with the Company and for Two (2) Years 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

Employee should not join directly or indirectly, anywhere, substantially with the same Job Duties at client site.

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22. Non-Solicitation of Clients:

You agree that you will not, without the prior written consent of the Employer, at any time during your employment with the Employer or for a period of Two (2) Years from the termination of your employment however caused (whether your employment is terminated by you or the Employer and whether with or without cause or in breach of this Agreement), either individually or through any company controlled by you and either on your own behalf or on behalf of any person competing or endeavoring to compete with the Employer, directly or indirectly solicit, endeavor to solicit or gain the custom of, canvass or interfere with any person who is a client of the Employer as at the date of termination of your employment or use your personal knowledge of or influence over any such client to or for your own benefit or that of any other person competing with the Employer.

23. Social Media Policy:

You covenant and agree that, during the term of your employment with Marquis Technologies Private Limited and after your employment with Marquis Technologies Private Limited that maintenance or participation in job portals, personal websites, bulletin boards, or other interactive web media, including LinkedIn, Facebook,

Twitter, etc., (herein collectively referred to as "social media platforms"). You, the employee of Marquis Technologies Private Limited agree that you may not elect to post information about the respective Company(s)/Group, its business, its products and services, proprietary tools, confidential projects, clients name, protocols, work procedures etc.

You agree and understand there is a legal responsibility involved with using social media platforms. Though you are free to post your own personal views on social media platforms, some of the social media use may lead to irreparable harm to the Company/Group, or may violate certain Company policies and standards of Marquis Technologies Private Limited

24. Non-Solicitation of Employees:

You agree that you will not, without the prior written consent of the Employer, at any time during your employment with the Employer or for a period of 1 year from the date of termination of your employment however caused (whether your employment is terminated by you or the Employer and whether with or without cause or in breach of this Agreement), either individually or through any company controlled by you and either on your behalf or on behalf of any other person competing or endeavoring to compete with the Employer, directly or indirectly solicit for employment, or endeavor to employ or to retain as an independent contractor or agent, any person who is an employee of the Employer as of the date of termination of your employment or was an employee of the Employer at any time during 1 year prior to the termination of your employment.

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

26. Any agreement or promises made verbally will not be binding for Marquis Technologies Private Limited meaning by all the agreements must be in writing with signature from Human Resource/Vice President The above terms and conditions are subject to changes from time to time and the same would be communicated to you in writing.

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27. Post Resignation or Post Contract Expiration:

As an employee/contractor of the Marquis Technologies, you had access to confidential and proprietary information of the company. This information included, but was not limited to, customer lists, contractor list, contract terms, methods of operations, marketing plans, software specifications, software code, functionality, know how, and financial information. Under applicable law and under the terms of your Confidentiality Agreement with the Marquis Technologies, you are required to keep all such information confidential and not to use it to the detriment of the Company. In particular, you may not use it for, or disclose it to, any new employer that is or may be a competitor of the Company. Furthermore, to the extent you were to solicit any existing customers under contract with the Company, this may constitute tortious interference with the Company's contractual relationships. To the extent you may have taken any documents, records, information, software, or other property of the Company, you are hereby demanded to return said items immediately to the Company. If you have not taken any such items, we would like written confirmation from you of this fact. Any unauthorized disclosure or use of the Company's confidential information could lead to litigation against you and any new employer. After you leave company, you are not to request any information or files from the employees/contractors/associates of the company. After you leave the company, you should not contact Sub-Contractors/Vendors (including but not limited to Cab Agencies or Individual Drivers) for any information. Request is hereby made that you confirm to the undersigned that you have not, and will not, disclose or use any confidential information of the Company nor will you interfere with the Company's existing contractual arrangements (including Non-Solicitation and Non Complete agreement).

You acknowledge that you have fully read the contents of this Agreement in English language and in case there is any language barrier you have translated the documents from advice of counsel of your choice.

Any disputes arising out of this agreement shall be governed by the laws applicable in India Legal process and legal formalities will be done from Mumbai, Indian court for both the parties.

I have read and understands the meaning of each provision of this Agreement and my signature below constitutes my acceptance of each term of the Agreement with full knowledge and conscience.

My signature below constitutes my acceptance of each term of this undertaking with full knowledge and conscience

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Shubham Kumar

Annexure II – Compensation Breakup

Mr. Shubham Kumar: Test Engineer with effect from 10th December 2021.

Fixed Compensation	Per Month (INR)	Per Annum (INR)
Basic	13541.00	162492.00
House Rent Allowance	4231.00	50772.00
Provident Fund (Employer Contribution)		19499.04
ESIC (Employer Contribution)		6931.08
Medical Insurance		2500.00
Gratuity		7815.87
Total	17772.00	250009.99

Deduction	Per Month (INR)
Professional Tax	200.00
Provident Fund	1624.92
ESIC	133.29
Total deductions	1958.21
Net Salary	15813.79

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Annexure III

Non-Disclosure Agreement

I agree to be bound by obligations detailed in this personal Non-Disclosure Agreement in connection with my designation as **Test Engineer** and any other tasks and/or assignments for Marquis Technologies Pvt Ltd. 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, economic, 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.

I also agree the sub- contractor may disclose information regarding us under our relationship for confidential use by Marquis Technologies Pvt Ltd

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EMPLOYEES' PROVIDENT FUND ORGANISATION
Employees' Provident Funds Scheme, 1952 (Paragraph 34 & 57) &
Employees' Pension Scheme, 1995 (Paragraph 24)

(Declaration by a person taking up employment in any establishment on which EPF Scheme, 1952 and/or EPS, 1995 is applicable)

1.	Name of the member	SHUBHAM KOMAR.
2.	Father's Name <input checked="" type="checkbox"/> Spouse's Name <input type="checkbox"/> (Please tick whichever is applicable)	GAYAN SAGAR SINGH.
3.	Date of Birth: (DD/MM/YYYY)	10/02/1996
4.	Gender: (Male/Female/Transgender)	MALE
5.	Marital Status: (Married/Unmarried/Widow/Widower/Divorcee)	SINGLE
6.	(a) Email ID: (b) Mobile No.:	96SubhamKumar@gmail.com
7.	Whether earlier a member of Employees' Provident Fund Scheme, 1952	Yes / No <input checked="" type="checkbox"/>
8.	Whether earlier a member of Employees' Pension Scheme, 1995	Yes / No <input checked="" type="checkbox"/>
9.	Previous employment details: [if Yes to 7 AND/OR 8 above]	
	a) Universal Account Number:	
	b) Previous PF Account Number:	
	c) Date of exit from previous employment: (DD/MM/YYYY)	
	d) Scheme Certificate No. (if issued)	
	e) Pension Payment Order (PPO) No. (if issued)	
10.	a) International Worker:	Yes / No <input checked="" type="checkbox"/>
	b) If yes, state country of origin (India/Name of other country)	
	c) Passport No.	
	d) Validity of passport [(DD/MM/YYYY) to (DD/MM/YYYY)]	
11.	KYC Details: (attach self attested copies of following KYCs)	
	a) Bank Account No. & IFS Code	12430110041444 (UCBA0001243)
	b) AADHAR Number	428472454018
	c) Permanent Account Number (PAN), if available	EVXPK7901R

UNDERTAKING

- 1) Certified that the particulars are true to the best of my knowledge.
- 2) I authorize EPFO to use my Aadhar for verification/authentication/eKYC purpose for service delivery.
- 3) Kindly transfer the funds and service details, if applicable, from the previous PF account as declared above to the present P.F. Account.
(The transfer would be possible only if the identified KYC detail approved by previous employer has been verified by present employer using his Digital Signature Certificate)
- 4) In case of changes in above details, the same will be intimated to employer at the earliest.

Date: 06/02/2021 (MAHESHI)
Place:

Shubham Kumar
Signature of Member

DECLARATION BY PRESENT EMPLOYER

- A. The member Mr./Ms./Mrs. has joined on and has been allotted PF Number
- B. In case the person was earlier not a member of EPF Scheme, 1952 and EPS, 1995:
 - (Post allotment of UAN) The UAN allotted for the member is
 - Please Tick the Appropriate Option:
The KYC details of the above member in the UAN database
 - ☐ Have not been uploaded
 - ☐ Have been uploaded but not approved
 - ☐ Have been uploaded and approved with DSC
- C. In case the person was earlier a member of EPF Scheme, 1952 and EPS, 1995:
 - The above PF Account number/UAN of the member as mentioned in (A) above has been tagged with his/her UAN/Previous Member ID as declared by member.
 - Please Tick the Appropriate Option:-
 - ☐ The KYC details of the above member in the UAN database have been approved with Digital Signature Certificate and transfer request has been generated on portal.
 - ☐ As the DSC of establishment are not registered with EPFO, the member has been informed to file physical claim (Form-13) for transfer of funds from his previous establishment.

Date:

Signature of Employer with Seal of Establishment

Shubham Kumar

AGREEMENT

THIS AGREEMENT IS MADE ON THE 10th DAY OF DEC 2021

BETWEEN

MARQUIS TECHNOLOGIES, a company registered under the laws of India, having its registered office Unit 804/805, Rupa Solitaire Park, Sector 1, Plot 2, 8th Floor, Millennium Business Park, Mahape, Navi Mumbai, 400710, India, represented by its Authorised signatory Mr. S. S. Jain hereinafter referred to as Marquistech.

AND

Mr. SHUBHAM KUMAR s/o GAYAN SAGAR SINGH
_____, having permanent residence address at
Village- Maheshi Po:- Tilakpur Thana- Sultanganj,
Dist:- Bhagalpur (BIHAR) Pin:- 813213.
and temporarily residing at NOIDA.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. DEFINITIONS

Unless and otherwise the context if so requires, the following expressions shall deem to have the synonymous meaning as stated below:

Training Programme: "Training Programme" referred to as TP for brevity would mean and includes the complete Academic and Practical training program that is to be implanted to the employee.

Area of Training: Would mean and include the subjects on which Employee is trained upon, the subject of Training shall vary from case to case as desired by the client of Marquistech as per its project requirement.

Client: Would mean and include any Customer, Client for which MARQUISTECH is providing services as per their terms and conditions.

Date of Agreement: The Last date of Signing this Agreement.

2. OBJECTIVE OF THE AGREEMENT

2:1 The objective of this TP [Training Programme] is to impart with the EMPLOYEE a high level competence to perform fulfill his/her duties as a Test Engineer with the client of MARQUISTECH.

2:2 High competence of the EMPLOYEE with his/her specialist knowledge in the Area of Training they are trained upon will be utilized by MARQUISTECH in every respect for MARQUISTECH to stay competitive in the future.

3. TP Venue

3:1 Unit 804/805, Rupa Solitaire Park, Sector 1, Plot 2, 8th Floor, Millennium Business Park, Mahape, Navi Mumbai - 400710, India

4. AREA OF TP

The EMPLOYEE shall be imparted with a high level training in Tools, common and or Client specific and all relevant subjects that would include be necessary to execute his duties as a

Test Engineer (Designation).

6. FINANCIAL COVERAGE OF THE TP

6:1 This TP imparted by MARQUISTECH through its Client to the EMPLOYEE shall cost MARQUISTECH a sum of Rs 100,000/- (Rupees One Lakh only).

6:2 The above mentioned expenses shall be completely covered by MARQUISTECH and the EMPLOYEE is absolutely free of the above and any other expenses except whichever is specifically notified to the EMPLOYEE by MARQUISTECH.

7. ACCOMPLISHMENT OF TP AND PERFORMANCE OF THE EMPLOYEE

7:1 The EMPLOYEE on successful completion of the TP shall continue his services to MARQUISTECH for a period of one years to the best of his ability, and to the satisfaction of the superiors in order to promote the interest of MARQUISTECH.

7:2 The EMPLOYEE shall impart with the skills and knowledge acquired by him/her as a result of the TP to his subordinates and shall be expected by MARQUISTECH to train a team of personnel.

8. FIDELITY AND CONFIDENTIALITY BY THE EMPLOYEE

8:1 The EMPLOYEE shall well honestly and faithfully perform and discharge his duties with the Client of MARQUISTECH as a Test Engineer with utmost care and diligence continuously for a period of 1 years from the date of signing of this Agreement.

8:2 After completion of the One years term Employee is at liberty to take up employment with any other organization other than the Clients of MARQUISTECH or its affiliates, either directly or through any other vendor or sub contractor of the Client for a period of One years from the date of expiry of this agreement, without the prior written consent of MARQUISTECH. This clause shall survive the expiration or determination of this agreement to the length of time period as detailed above. For clarity, MARQUISTECH shall be empowered to enforce this agreement even after the expiration of this agreement for the limited purpose of this clause.

8.3 MARQUISTECH through its Client shall impart with the EMPLOYEE a specialized training in the TP on various subjects that would update the EMPLOYEE of Tools and all Testing competencies, but underlining that the same shall be truly kept very confidential by the EMPLOYEE and not to be disclosed or divulged to anyone in any form directly or indirectly unless otherwise the EMPLOYEE is

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thereafter on the employment, by reason of any act, embezzlement, mismanagement, neglect, or default and also breach of this Agreement for a period of one years.

9:2 The EMPLOYEE hereby agrees to compensate and pay to MARQUISTECH a sum of Rs.1,00,000/- [Rupees One Lakh Only] as damages if he/she fails to be in the rolls of MARQUISTECH and render his/her services towards MARQUISTECH continuously for a period of One Years from the date of signing of this Agreement.

9:3 The Damages payable by the EMPLOYEE to MARQUISTECH in the event of determination of his/her services as stated in Clause 11:2 above is calculated in pro-rata basis whereby the sum of Damages considerably reduces to Rs.50,000/- [Rupees Fifty Thousand Only] if the EMPLOYEE has successfully completed six months of services with MARQUISTECH from the date of signing of this Agreement and prefers to determine his services from the Third year of his services from the date of signing of this Agreement.

9:4 The Damages may also proportionately vary in the event of breaching any of the covenants of this Agreement that may incur loss or expenses to MARQUISTECH in any manner be it cash or kind caused due to the willful acts of the EMPLOYEE.

9:5 MARQUISTECH reserves its rights solely to decide so as to amount of Damages payable by the EMPLOYEE with respect to Clause 11:3 above which shall be the sole discretion of MARQUISTECH.

9:6 In the event of the EMPLOYEE finds himself/herself a subsequent placement in another company / organization during the period of the contract, which amounts to severe breach of this contract, irrespective of claiming the damages as aforementioned MARQUISTECH reserves its right to keep the subsequent management/Board of the company/ organization informed about this contract and the breach committed by the EMPLOYEE and shall deprive his/her placement until the breach committed by the EMPLOYEE is remedied by him/her.

10. INDEPENDENCE OF EMPLOYEE

It is agreed between the EMPLOYEE and MARQUISTECH that unless otherwise specifically mentioned and agreed the EMPLOYEE is absolutely independent of this Agreement on his successful completion of One years of Service with MARQUISTECH from the date of signing of this Agreement except to be employed to with any of MARQUISTECH's clients directly or through any other vendor/subcontractor of the client for a period of One years from the date of expiration of this

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11. TERM AND DETERMINATION

11:1 This Agreement shall be in full force and effect continuously for a period of One years from the date of signing of this Agreement for the purpose of this agreement and shall be valid and subsisting for a period of One years from the expiration as mentioned above for the purpose of Clause 9.2 and thereafter would cease to exist without binding or liability either on the part of the EMPLOYEE or MARQUISTECH.

11:2 The EMPLOYEE under abnormal and unprecedented circumstances that would force him/her with no other option other than determining this Agreement shall be at the liberty to determine this Agreement, but shall do so only with the mutual consent and satisfaction of MARQUISTECH, or shall determine this Agreement after he/she compensates and pays MARQUISTECH with the requisite Damages as applicable as per this Agreement during the tenure of this Agreement.

11:3 MARQUISTECH reserves its right to terminate this Agreement at any time from the date of signing of this Agreement without assigning any reason whatsoever. Under these circumstances either of the parties shall be at no compulsion to indemnify or compensate each other with any Damages or cost of any kind.

12. AMENDMENT

Any Amendment to be carried out in this agreement shall be in writing and executed by the parties hereto and shall be done and effected so, as MARQUISTECH may think deem fit from time to time.

13. JURISDICTION

In the event of any disputes arising between the parties in the context and tenure of this Agreement then the same shall be resolved internally failing which the parties hereto mutually agree to submit the same to the exclusive jurisdiction of the Courts at Mumbai only.

14. ENTIRE AGREEMENT

This Agreement inclusive of the attachments constitutes the Entire Agreement between MARQUISTECH and the EMPLOYEE concerning the subject matter hereof, supersedes all prior communications or Agreement, written or oral if any, between the parties hereto.

IN WITNESS WHEREOF BOTH THE PARTIES HAVE SET THEIR HANDS AND SEAL ON THE DAY, MONTH AND YEAR FIRST HEREIN ABOVE MENTIONED

Shubham Kumar

Medical Insurance Nominee Form	
Name:	SHUBHAM KUMAR
ICICI Account No.(if you have)	
Pan card No:	EVKPK7901R
Your Date of Birth:	10/02/1996
Nominee:	
Relationship with nominee:	
Marital Status (Single/Married):	SINGLE
If married please mention the below mentioned details:	
Wife/Husband's Name:	
Date of Birth:	
Age:	
Gender:	
Child1's Name:	
Date of Birth:	
Age:	
Gender:	
Child2's Name:	
Date of Birth:	
Age:	
Gender:	

Shubham Kumar

Certified that I have no family as defined in para 2 (vii) of the Employees's Family Pension Scheme 1995 and should I acquire a family hereafter I shall furnish Particulars there on in the above form.

I hereby nominate the following person for receiving the monthly widow pension (admissible under para 16 2 (a) (i) & (ii) in the event of my death without leaving any eligible family member for receiving pension.

Name and Address of the nominee	Date of Birth	Relationship with member
MADHURI DEVI AT- MAHESHI, PO-TILIA KPUK, P.S-SULTANJ DISTIC- BHAGALPUR STATE- BIHAR PIN - 813213	01/01/1954	MOTHER

Date 06/12/2021

Shubham Kumar
Signature or thumb impression
of the subscriber

CERTIFICATE BY EMPLOYER

Certified that the above declaration and nomination has been signed / thumb impressed before me by Shri / Smt./ Miss _____ employed in my establishment after he/she has read the entries / the entries have been read over to him/her by me and got confirmed by him/her.

Date : _____

Signature of the employer or other authorised officer of the establishment

Name & address of the Factory /Establishment

Place :

Date :

Shubham Kumar

NOMINATION AND DECLARATION FORM FOR UNEXEMPTED/EXEMPTED ESTABLISHMENTS

Declaration and Nomination Form under the Employees Provident Funds and Employees Pension Schemes
(Paragraph 33 and 61 (1) of the Employees Provident Fund Scheme 1952 and Paragraph 18 of the Employees Pension Scheme 1995)

1. Name (IN BLOCK LETTERS) SHUBHAM KUMAR GHAYAN SAHAR SINGH
Name Father's / Husband's Name Surname
2. Date of Birth : 10/02/1996 3. Account No. 12430110041444
4. *Sex : MALE/FEMALE: MALE 5. Marital Status SINGLE
6. Address Permanent / Temporary : MAHESHI, PO-TILAKPUR, P.S-SULTANHAT
DISTRICT- BHAGALPUR, STATE- BIHAR PIN- 813213

PART - A (EPF)

I hereby nominate the person(s)/cancel the nomination made by me previously and nominate the person(s) mentioned below to receive the amount standing to my credit in the Employees Provident Fund, in the event of my death.

Name of the Nominee (s)	Address	Nominee's relationship with the member	Date of Birth	Total amount or share of accumulations in Provident Funds to be paid to each nominee	If the nominee is minor name and address of the guardian who may receive the amount during the minority of the nominee
1	2	3	4	5	6
<u>MADHURI DEVI</u>	<u>MAHESHI</u>	<u>MOTHER</u>	<u>01/01/1954</u>		

1. *Certified that I have no family as defined in para 2 (g) of the Employees Provident Fund Scheme 1952 and should I acquire a family hereafter the above nomination should be deemed as cancelled.
2. * Certified that my father/mother is/are dependent upon me.

Strike out whichever is not applicable

Shubham Kumar
Signature/or thumb impression
of the subscriber

PART - (EPS)**Para 18**

I hereby furnish below particulars of the members of my family who would be eligible to receive Widow/Children Pension in the event of my premature death in service.

Sr. No	Name & Address of the Family Member	Age	Relationship with the member
(1)	(2)	(3)	(4)
	<u>MADHURI DEVI - MAHESHI</u>	<u>01/01/1954</u>	<u>MOTHER</u>

Shubham Kumar



Declaration Form

(To be retained by the Employer for future reference)

Employees' Provident Fund Organization

THE EMPLOYEES' PROVIDENT FUNDS SCHEME, 1952 (PARAGRAPH-34 & 57)

&

THE EMPLOYEES' PENSION SCHEME, 1995 (PARAGRAPH-24)

DECLARATION BY A PERSON TAKING UP EMPLOYMENT IN AN ESTABLISHMENT ON WHICH EMPLOYEES' PROVIDENT FUND SCHEME, 1952 AND/OR EMPLOYEES' PENSION SCHEME, 1995 IS APPLICABLE.
(PLEASE GO THROUGH THE INSTRUCTIONS)

1) NAME (TITLE)

MR. MS. MRS.
(PLEASE TICK)

S H U B H A M K U M A R

2) DATE OF BIRTH

D D M M Y Y Y Y
1 0 0 2 1 9 9 6

3) FATHER'S/
HUSBAND'S NAME

MR.

G A Y A N S A G A R S E N G H

4) RELATIONSHIP IN RESPECT OF (3) ABOVE
(PLEASE TICK)

FATHER HUSBAND
✓

5) GENDER
(PLEASE TICK)

MALE FEMALE TRANSGENDER
✓

6) MOBILE NUMBER
(IF ANY)

8 7 0 9 1 4 7 4 4 1

7) EMAIL ID (IF ANY)

g 6 s u b h a m k u m a r @
G M A I L . C O M

8) WHETHER EARLIER A MEMBER OF THE EMPLOYEES' PROVIDENT FUND SCHEME, 1952?

(PLEASE TICK)

YES

✓ NO

9) WHETHER EARLIER A MEMBER OF THE EMPLOYEES' PENSION SCHEME, 1995?

(PLEASE TICK)

YES

✓ NO

IF RESPONSE TO ANY OR BOTH OF (8) & (9) ABOVE IS YES, THEN MANDATORILY FILL UP THE PREVIOUS EMPLOYMENT DETAILS AT (10,11&12):

A. PREVIOUS EMPLOYMENT DETAILS

10) THE DETAILS OF THE UNIVERSAL ACCOUNT NUMBER (UAN) OR PREVIOUS PF MEMBER ID:

UAN

--	--	--	--	--	--	--	--	--	--	--	--

OR

PREVIOUS PF MEMBER ID

REGION CODE	OFFICE CODE	ESTABLISHMENT ID	EXTENSION	ACCOUNT NUMBER

11) DATE OF EXIT FOR PREVIOUS MEMBER ID (DD/MM/YYYY)

D	D	M	M	Y	Y	Y	Y

12) (A) IF SCHEME CERTIFICATE ISSUED FOR PREVIOUS EMPLOYMENT, THEN SCHEME CERTIFICATE NUMBER: _____
(B) IF PENSION PAYMENT ORDER (PPO) ISSUED FOR PREVIOUS EMPLOYMENT, THEN PPO NUMBER: _____**B. OTHER DETAILS**13) INTERNATIONAL WORKER
(PLEASE TICK)

YES	NO
	<input checked="" type="checkbox"/>

IF THE REPLY TO (13) ABOVE IS YES, THEN ENTER THE DETAILS IN 13(A), 13(B) & 13(C):

13(A) COUNTRY OF ORIGIN (Please Tick)

INDIA	OTHER THAN INDIA (IF YES, PLEASE MENTION NAME OF THE COUNTRY)

13(B) PASSPORT NUMBER

13(C) PASSPORT VALID FROM

D	D	M	M	Y	Y	Y	Y

To

D	D	M	M	Y	Y	Y	Y

14) EDUCATIONAL QUALIFICATION
(PLEASE TICK)

ILLITERATE	NON-MATRIC	MATRIC	SENIOR SECONDARY	GRADUATE	POST GRADUATE	DOCTOR	TECHNICAL/ PROFESSIONAL
				<input checked="" type="checkbox"/>			

15) MARITAL STATUS
(PLEASE TICK)

MARRIED	UNMARRIED	WIDOW/ WIDOWER	DIVORCEE
	<input checked="" type="checkbox"/>		

16) SPECIALLY ABLED
(PLEASE TICK)

YES	NO
	<input checked="" type="checkbox"/>

IF YES, TICK THE CATEGORY

LOCOMOTIVE	VISUAL	HEARING

17) KYC DETAILS

KYC DOCUMENT TYPE	NAME AS ON KYC DOCUMENT	NUMBER	REMARKS, IF ANY
BANK ACCOUNT-1*	SHUBHAM KUMAR	124301100041444	UCBA0001243
NPR/AADHAAR	SHUBHAM KUMAR	6128472454018	
PERMANENT ACCOUNT NUMBER (PAN)	SHUBHAM KUMAR	EVKPK7901R	
PASSPORT			EXPIRY DATE
DRIVING LICENCE	SHUBHAM KUMAR	BR1020130039030	28-11-2038
ELECTION CARD			
RATION CARD			
ESIC CARD			

* **Mandatory Field (NOTE: BANK ACCOUNT NUMBER (ALONG WITH IFSC CODE) IS MANDATORY. YOU ARE HOWEVER ADVISED TO PROVIDE ALL KYC DOCUMENTS AVAILABLE WITH YOU IN ADDITION TO MANDATORY KYCS TO AVAIL BETTER SERVICES. SELF-ATTESTED PHOTOCOPIES OF THE DOCUMENTS MUST BE ATTACHED WITH THIS FORM.**

C. UNDERTAKING:

- A. I CERTIFY THAT ALL THE INFORMATION GIVEN ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.
- B. IN CASE, EARLIER A MEMBER OF EPF SCHEME, 1952 AND/OR EPS, 1995,
- (I) I HAVE ENSURED THE CORRECTNESS OF MY UAN/ PREVIOUS PF MEMBER ID.
- (II) THIS MAY ALSO BE TREATED AS MY REQUEST FOR TRANSFER OF FUNDS AND SERVICE DETAILS IF APPLICABLE FROM THE PREVIOUS ACCOUNT AS DECLARED ABOVE TO THE PRESENT P.F. ACCOUNT. (THE TRANSFER WOULD BE POSSIBLE ONLY IF THE IDENTIFIED KYC DETAILS APPROVED BY PREVIOUS EMPLOYER HAS BEEN VERIFIED BY PRESENT EMPLOYER USING HIS DIGITAL SIGNATURE CERTIFICATE).
- (III) I AM AWARE THAT I CAN SUBMIT MY NOMINATION FORM THROUGH UAN BASED MEMBER PORTAL.

DATE: 06/12/2021
PLACE:

Shubham Kumar
SIGNATURE OF MEMBER

DECLARATION BY PRESENT EMPLOYER

- A. THE MEMBER Mr./Ms./Mrs. HAS JOINED ON AND HAS BEEN ALLOTTED PF MEMBER ID
- B. IN CASE THE PERSON WAS EARLIER NOT A MEMBER OF EPF SCHEME, 1952 AND EPS, 1995:
- (POST ALLOTMENT OF UAN) THE UAN ALLOTTED FOR THE MEMBER IS
 - PLEASE TICK THE APPROPRIATE OPTION:
THE KYC DETAILS OF THE ABOVE MEMBER IN THE UAN DATABASE
 - ☐ HAVE NOT BEEN UPLOADED
 - ☐ HAVE BEEN UPLOADED BUT NOT APPROVED
 - ☐ HAVE BEEN UPLOADED AND APPROVED WITH DSC
- C. IN CASE THE PERSON WAS EARLIER A MEMBER OF EPF SCHEME, 1952 AND EPS, 1995:
- THE ABOVE MEMBER ID OF THE MEMBER AS MENTIONED IN (A) ABOVE HAS BEEN TAGGED WITH HIS/HER UAN/PREVIOUS MEMBER ID AS DECLARED BY MEMBER.
 - PLEASE TICK THE APPROPRIATE OPTION:-
 - ☐ THE KYC DETAILS OF THE ABOVE MEMBER IN THE UAN DATABASE HAVE BEEN APPROVED WITH DIGITAL SIGNATURE CERTIFICATE AND TRANSFER REQUEST HAS BEEN GENERATED ON PORTAL.
 - ☐ AS THE DSC OF ESTABLISHMENT ARE NOT REGISTERED WITH EPFO, THE MEMBER HAS BEEN INFORMED TO SUBMIT PHYSICAL CLAIM (FORM-13) FOR TRANSFER OF FUNDS FROM HIS PREVIOUS ESTABLISHMENT.

DATE:

SIGNATURE OF EMPLOYER WITH SEAL OF ESTABLISHMENT

Shubham Kumar

Please provide the details of any of your friends		
Name: CHANDAN SINGH	Location:	Profession:
Home Phone: 9718472029	Work Phone:	Cellular Phone:
Name:	Location:	Profession:
Home Phone:	Work Phone:	Cellular Phone:
Name:	Location:	Profession:
Home Phone:	Work Phone:	Cellular Phone:
IN CASE OF EMERGENCY PLEASE CONTACT		
Name: CHANDAN SINGH	Relationship:	
Home Phone: 9718472029	Work Phone:	Cellular Phone:
Name:	Relationship:	
Home Phone	Work Phone	Cellular Phone:
Preferred Hospital:		
Physician's Name	Specialist Name:	Dentist Name:
Phone:	Phone:	Phone:
List all medications that you are taking (prescription and over the counter). If necessary include the reason of medication:		
List allergies to medicine, food or other allergens, and any medical information such as physical impairments and assistive devices, that emergency personal need to be aware of, attach documentation is necessary:		
II. SIGNATURE AND CONSENT FOR EMERGENCY MEDICAL TREATMENT		
Employee Signature: Shubham Kumar		Date Signed: 66/12/2021

In Case of Emergency Form		It is the responsibility of every employee to inform HR Department regarding any changes.	
I. GENERAL INFORMATION			
Employee Name: SHUBHAM KUMAR		Gender: M <input checked="" type="checkbox"/> F <input type="checkbox"/>	Date of Birth: 10/02/1996
Current Address: House No- 344 Balaji Bihar Hindonpusta - Sangay Colony - Arthala.		City: NOIDA State: UP	
Permanent Address: MAHESHI Puri Tilakpur, Dist:- Bhagalpur - 813218,		City: Bhagalpur State: Bihar	
Please provide your Family Details (Parents, Siblings, Spouse etc.)			
Name: Chandan Singh		Relationship: Brother	
Phone: 9718472029.		Address: House No- 344 Balaji Bihar, Hindonpusta - Sangay Colony.	
Name: Amit Kumar,		Relationship: Brother, Friend	
Phone: 9534842086		Address: maheshi, Tilakpur, Bhagalpur, BIHAR.	
Name:		Relationship:	
Phone:		Address:	
Name:		Relationship:	
Phone:		Address:	
Name:		Relationship:	
Phone:		Address:	
Name:		Relationship:	
Phone:		Address:	
Name:		Relationship:	
Phone:		Address:	
Name:		Relationship:	
Phone:		Address:	

Shubham kumar

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 I 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 hereby give my consent to Marquis Technologies Pvt Ltd or third parties 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 hereby 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: NOIDA

Date: 06/02/2021

Signature of Deputed Personnel: Shubham Kumar

Name in BLOCK LETTERS: SHUBHAM KUMAR

MARQUIS TECHNOLOGIES PRIVATE LIMITED

Unit 804/805, Rupa Solitaire Park, Sector 1, Plot 2, 8th Floor, Millennium Business Park, Mahape, Navi Mumbai
- 400710, INDIA

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Shubham Kumar