



14<sup>th</sup> July, 2011,

Mr. Deven Potdar,  
D-504, Nandanvan Park,  
Sec-36, Kamothe, Mansarovar, Navi Mumbai.

Dear Deven,

**Sub: Offer of Employment**

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

**Compensation:** Your total gross base compensation inclusive of all benefits will be **Rs. 1, 43,100/- (Rupees One Lakh Fourty Three Thousand and One Hundred 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 Navi Mumbai on or before **14<sup>th</sup> July, 2011**. The terms of this offer (including the terms contained in the Annexures) are strictly confidential between you and Marquistech. If you fail to report for duty on **14<sup>th</sup> July, 2011**, this offer will be withdrawn.

On the day of your reporting, please get in touch with the undersigned to complete your joining formalities.

We welcome you to Marquistech and look forward to your contributions in growing the business with the team here in Marquis Technologies.

Best Wishes,  
For Marquis Technologies Pvt Ltd.

A handwritten signature in blue ink, appearing to read 'Tejaswini Sarang', written over a circular stamp.

Tejaswini Sarang  
(Asst. Manager H.R.)

Enclosed: Annexure I, II, III & IV

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 Marquistech. I will be joining Marquistech on or before **14<sup>th</sup> July, 2011**, and look forward to being a part of the Marquistech team.

Signature: Deven Potdar

A handwritten signature in black ink, appearing to read 'Deven Potdar', written over a circular stamp.

Date: 14-7-11



## Annexure – I

1. 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 (“Marquistech”).

**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 Marquistech or thereafter. In the event of you contravening this confidentiality provision while in service of Marquistech or thereafter then Marquistech will be at liberty to initiate appropriate legal proceedings.

2. **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 Marquistech, except with the prior written approval of the Authorised Person of Marquistech. Detailed NDA enclosed.

3. **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 Marquistech, in connection with or in any way affecting or relating to the business of Marquistech or capable of being used or adapted for use therein or in connection therewith shall forthwith be disclosed to Marquistech and shall belong to and be the absolute property of Marquistech. On joining, you will be requested to sign a formal Confidentiality agreement with Marquistech.

4. **Additional Information:** If the offer is acceptable to you, please sign the duplicate copy of this letter as a token of acceptance. Also 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 two months drawn pay slip)

b. Relieving and Experience Letters from your previous and current employers

c. Your PF Number, incase 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 colour photographs.

5. **Training Program and Agreement:** Every employee will be imparted with Technical training either in the Marquistech or at the Client’s premises. The period of training will be for three months and shall begin from the date of joining. The employee is also expected to sign an agreement with Marquistech for the training program attached as Annexure IV.

7. **Notice Period:** Your employment can be terminated by Marquistech at any time by giving three months notice in writing or payment in lieu. The employee if willing to terminate this offer shall do so by giving three months notice or in lieu of payment of three months compensation drawn by the employee at the time of his termination. However under no circumstances the employee is at liberty to terminate this offer 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 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.



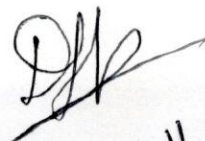


8. **Probation Period:** You will be on probation for a period of Three (3) months from the date of joining. During the probation period your absence at the client's place may not be entertained. It is made clear that during this period your services may be terminated at any time without assigning any reason thereof. Marquistech can at its discretion extend the probation period, as it deems necessary or terminate your employment, as the case may be.

In the event of separation from the employment, during the probation Period, notice of three months is to be given by you or payment of salary is to be made in lieu of shortfall in notice period. Salary in this case will be computed based on CTC. By mutual consent, the employee and the management can agree on early relieving without any payment in lieu of shortfall in notice period.

During probation period, if the management felt that your work, conduct or behavior is not satisfactory, your services would be terminated at any time without assigning any reason thereof. The non receipt of such communication confirms your satisfactory completion of probation period and you will be retained on the roles of the organization. There will be no separate communication, confirmation letter, revised appointment letter or any other such communication in this regard.

9. You will be in full-time employment with Marquistech. You will be based at the location as specified in the first paragraph of this letter and you are liable to be transferred anywhere in the world to any department, facility or establishment forming part of our Organization or associate/affiliate companies, and you will abide by the working conditions of such department, office or establishment.
10. As per the policy of Marquistech, we expect all our full-time employees to devote their full-time attention and efforts to the business of Marquistech. 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 Marquistech. In specific cases, e.g. writing for a magazine / journal, speaking at various forums explicit permission from Marquistech 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 Marquistech.
11. You will be entitled to statutory benefits such as Provident Fund etc., as per the policies of Marquistech and applicable legislations.
12. You will be eligible for leave as per the policy of Marquistech relating to leave, which are in force from time to time.
13. You will be governed by the rules and regulations of employment established by Marquistech and general work practices, which will be in force from time to time.
14. 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. Marquistech 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 Marquistech deems proper in the event of your failure to account for such property to the satisfaction of Marquistech.
15. 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.
16. You will keep us informed of any change in your residential address or in your civil status.

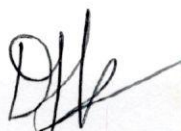


## Annexure II – Compensation Breakup

**Deven Potdar: IT Executive with effect from 14<sup>th</sup> July, 2011.**

Fixed Compensation	Per Month (INR)	Per Annum (INR)
Basic	2500.00	30000.00
Additional Allowance	3150.00	37800.00
House Rent Allowance	1250.00	15000.00
Dress Allowance	1500.00	18000.00
Medical Reimbursement	1250.00	15000.00
Conveyance Allowance	850.00	10200.00
Provident Fund (Employer Contribution)		3600.00
Mobile Bill Reimbursement		12000.00
Medical Insurance		1500.00
<b>Total</b>	<b>10500.00</b>	<b>143100.00</b>

Deduction	Per Month (INR)
Professional Tax	200.00
Provident Fund	300.00
Total deductions	500.00
Net Salary	10000.00
Free mobile usage per month	1000.00
Total Salary	11000.00







### 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 **IT Executive** and any other tasks and/or assignments. I may perform for and to Nokia including its affiliated companies [and representatives] (hereinafter “NOKIA”).

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 NOKIA or other companies of the NOKIA- group or affiliates, sub contractors , other contractors and/or customers of NOKIA or any other information of NOKIA in respect of which NOKIA 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 NOKIA 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 NOKIA or its employees , officers, directors or agents, disclosed to me orally in internal / external discussions of such NOKIA employees , officers, directors or agents or otherwise available, shall be deemed especially sensitive confidential information of NOKIA 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 NOKIA, 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 NOKIA 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 NOKIA and/or its licensor's confidential and proprietary rights and to provide reasonable assistance to NOKIA to secure patents , copyrights or other forms of protection for such rights , title , interest and intellectual property rights as belonging to NOKIA in any country of the world.

I also agree the sub- contractor may disclose information regarding us under our relationship for confidential use by NOKIA.

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.

A handwritten signature in black ink, appearing to be 'D. H.', is located at the bottom right of the page.



Should I violate any provision of this Non- Disclosure agreement is shall pay NOKIA 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 NOKIA 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 NOKIA or third parties on behalf and under direct authority of Nokia to process my personal data as deemed appropriate and necessary in the operations of Nokia in connection to the purpose of the Non-Disclosure agreement and undertakings related to it. This process will be done in compliance with Nokia guidelines and applicable legislation. I acknowledge that as a global company, Nokia has international sites throughout the world and to the extent necessary the personal data related to me be sent to any site within Nokia. 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 Nokia and under a strict confidentiality obligation and by protected technical means.

Place:

Date: 14-7-11

Signature of Deputed Personnel: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "Deven Potdar", written over a horizontal line.

Name in Block Letters: **DEVEN POTDAR.**