



17th July 2023

Mr. Swapnil R. Narnaware,

Dear Swapnil,

Sub.: Contract Letter

With reference to your discussion with us, we are pleased to offer you the position of **Admin Executive** in **Marquis Technologies Pvt. Ltd.** You will be stationed at **Navi Mumbai**.

Your contract is from **18th July 2023** to **17th January 2024**, and you will be paid **Rs. 32673 /- per month** for this contract.

Best Wishes,

For Marquis Technologies Private Limited

Ms. Krupa Badle

Human Resource Department

Enclosed: Annexure I, II

I have read and understood the terms and conditions of this Contract (including the terms and conditions of the Annexures) and I am happy to accept the Contract letter.

Signature:

Date 18/07/2023

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



Annexure - I

1. Notice Period:

Your employment can be terminated by Marquistech at any time by giving you notice of seven (7) days' in writing or lieu of payment. The employee if willing to terminate the employment shall do so by giving a written notice of 7 days. However, under no circumstances the employee is at liberty to terminate the employment 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 7 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 15 days' notice, to enable smooth transition and transfer of knowledge. The actual date of release will be mutually decided by Management with the concerned client and Manager

1. Place of posting: Navi Mumbai

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. (in case any changes in remuneration Management and Human Resources department will convey you the same) 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 Marquistech and their client(s). While serving in the client's organization, all issues including HR, Personal and admin will be addressed to Marquistech only and will not be taken up with the client.

2. If you avail any leave during the tenure, the remuneration will be deducted proportionately.

3. Company Property:

You will be responsible for the safe keep and return in good condition and order, of all property such as Devices, testing equipment, Inventory assets (prototypes, chargers, testing equipment's, chipsets, sim cards, headphones, etc.) , Laptop, laptop charger / Desktop, ID, Access Card, Client site ID, Access card if any, Pedestal Keys (desk, file cabinets, other, etc., which may be in your use, custody, care or charge, Dongles, Travel Cards, Any other assigned Marquistech or Client assets .Incase loss of any Marquistech property company 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.

4. Confidentiality:

In the performance of your duties, you will come to possess information about and have access to (written or unwritten or in whatever form) the Company's operations, processes, plans, clients, suppliers, etc. 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 and shall always remain the property of the Company. 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.



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5. 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 Authorized Person of Marquistech. You shall be obligated to the provisions of the detailed NDA enclosed herewith which shall be signed by you before joining.

6. Intellectual Property Rights:

Any product development, process, discovery, plan, specification, program, design, process, adaptation, concept 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 your association with 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 as owner thereof.

7. 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.

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.

8. 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.

9. 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.



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10. Social Media Policy:

You covenant and agree that, during the term of your employment with Marquis Technologies the and after your employment with Marquis Technologies 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 Pvt Ltd 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 Pvt Ltd.

11. 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.

12. 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.

A handwritten signature in blue ink, appearing to be "S. S. S.", written over a horizontal line.

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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.

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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Non-Disclosure Agreement

I agree to be bound by the obligations detailed in this personal Non-Disclosure Agreement in connection with my designation as **Admin Executive** 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.



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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 hereby 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 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: Ghansoli, Navi Mumbai

Date: 18/07/2023

Signature of Deputed Personnel: 

Name in BLOCK LETTERS: SWAPNIL RAMESH NALAWARE

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