

23rd April 2021

Mr. Naresh Babu P

Bangalore

Dear Naresh,

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. 5,28,000/- (Rupees Five Lakhs Twenty Eight Thousand 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 **Bangalore** on or before **10th May 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 If you fail to report for duty on **10th May 2021** this offer will be withdrawn.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 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 May 2021** and look forward to being a part of the Marquis Technologies Private Limited team.

Signature:

Date: 03.05.21

MARQUIS TECHNOLOGIES PRIVATE LIMITED

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



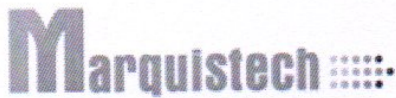
Annexure – I

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 Six (6) months i.e., one hundred and eighty (180) 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: Bangalore

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.

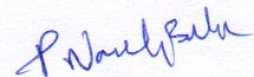
12. As per the policy of Marquis Technologies Private Limited we expect all our full-time employees to devote their full-time attention and efforts to the business of Marquis Technologies Private Limited. We clearly disapprove of any employee directly or indirectly engaging himself/herself in or devoting 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.



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 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 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 be will required to give a minimum of 60 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

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.

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.



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 endeavouring to compete with the Employer, directly or indirectly solicit, endeavour 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 the 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.

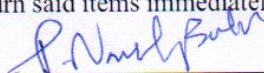
You agree and understand there is a legal responsibility involved with using social media platforms. Though you are free to post your own personal views on social media platforms, some of the social media use may lead to irreparable harm to the Company/Group, or may violate certain Company policies and 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 endeavouring to compete with the Employer, directly or indirectly solicit for employment, or endeavour 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. 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

A handwritten signature in blue ink, appearing to read "P. Nandkumar".

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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).

26. 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.
27. 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.

A handwritten signature in blue ink, appearing to read 'Franklin'.

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Annexure II – Compensation Breakup

Mr. Naresh Babu P: Test Engineer with effect from 10th May 2021.

Fixed Compensation	Per Month (INR)	Per Annum (INR)
Basic	15000.00	180000.00
Additional Allowance	14421.00	173052.00
House Rent Allowance	7500.00	90000.00
Dress Allowance	1500.00	18000.00
Medical Reimbursement	1250.00	15000.00
Conveyance Allowance	1600.00	19200.00
Provident Fund (Employer Contribution)		21600.00
Medical Insurance		2500.00
Gratuity		8658.00
Total	41271.00	528010.00

Deduction	Per Month (INR)
Professional Tax	200.00
Provident Fund	1800.00
Total deductions	2000.00
Net Salary	39271.00



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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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 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.

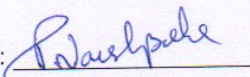
I hereby give my consent to Marquis Technologies Pvt Ltd or third parties to process my personal data as deemed appropriate and necessary in the operations of Marquis Technologies Pvt Ltd in connection to the purpose of the Non-Disclosure agreement and undertakings related to it. This process will be 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.

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

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

Place: ATTUR

Date: 03.05.2021

Signature of Deputed Personnel: 

Name in BLOCK LETTERS: P. NARESH BABU

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