

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 **Test Engineer** and any other tasks and/or assignments for Qualcomm India Pvt. Ltd. I may perform for and to Marquis Technologies Pvt Ltd including its affiliated companies [and representatives] (hereinafter "Marquis Technologies Pvt Ltd").

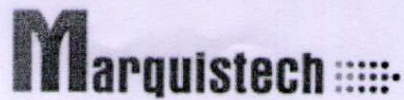
Within the scope of this personal Non-Disclosure Agreement I shall possibly receive or have access to non-public information (including but not limited to intellectual properties, business, economic, financial, technical, electronic and commercial data as well as names, addresses, lists and or any other 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 make 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



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

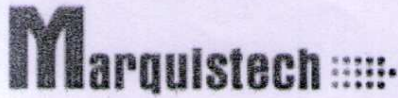
I hereby give my consent to Marquis Technologies Pvt Ltd or third parties to process my personal data as deemed appropriate and necessary in the operations of Marquis Technologies Pvt Ltd in connection to the purpose of the Non-Disclosure agreement and undertakings related to it. This process will be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

Date: 14-06-2017,

Signature of Deputed Personnel: M.S.Y. Sriharsha

Name in BLOCK LETTERS: M.S.Y. SRIHARSHA



13th June, 2017.

Mr. Sriharsha M.S.Y,
Hyderabad

Dear Sriharsha,

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. 1,70,000 /- (Rupees One Lakh Seventy 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 **Hyderabad** on or before **15th June, 2017**. 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 **15th June, 2017** 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 Pvt. Ltd. Annexures I, II & III attached to this communication forms part of the offer letter.

Best Wishes,

For Marquis Technologies Pvt. Ltd.

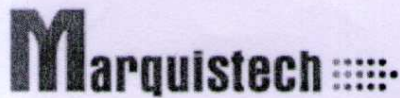
Ms. Sayli Chaudhari
Human Resource Executive

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 Marquistech. I will be joining Marquistech on or before **15th June, 2017** and look forward to being a part of the Marquistech team.

Signature: Mr. Sriharsha M.S.Y

Date: **14-06-2017**



Annexure – I

1. All terms and conditions governing your employment with Marquistech are incorporated in this offer letter. Any other commitment either verbal or otherwise by any official of Marquistech 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 Pvt. Ltd. ("Marquistech").

3. **Documents to be submitted:**

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

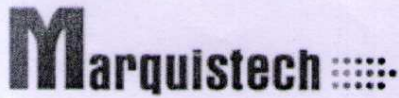
- (a) Date of Birth proof
- (b) Educational qualification - Copies of your degrees, diplomas etc.,
- (c) Previous Employment –
 - a. Salary Particulars (Salary Certificates + Last three months' drawn pay slip)
 - b. Relieving and Experience Letters from your previous and current employers.
 - c. If the management chooses they can do reference check.
 - d. Your PF Number, 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.
- (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 Marquistech 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. 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 two (2) months i.e., sixty (60) days 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 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. At the end of satisfactory completion of your probation period, your CTC will be enhanced from Rs. 1, 70,008/- per annum to 1, 92,000/- per annum.



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.

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 Marquistech, 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.

Leave 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 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.

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 Marquistech, except with the prior written approval of the Authorized Person of Marquistech. Detailed NDA enclosed.

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 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.

11. Place of posting: Hyderabad

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 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.

12. 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.

13. You will be entitled to statutory benefits such as Provident Fund etc., as per the policies of Marquistech and applicable legislations.

14. You will be eligible for leave as per the policy of Marquistech 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 Marquistech 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. 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.

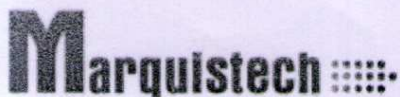
17. Termination of Permanent Service:

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, 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 notice of two (2) months i.e., sixty (60) days notice in writing or payment in lieu. The employee if willing to terminate this offer shall do so by giving notice of two (2) months i.e., sixty (60) days notice or in lieu of payment of notice of two (2) months i.e., sixty (60) days 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. No notice will be provided". Buyout clause is available only if organization agrees.

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, 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.

21. Clause for Non-Compete:

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

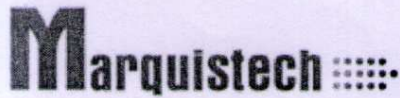
22. Non-Solicitation of Clients:

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 1 year 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 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.



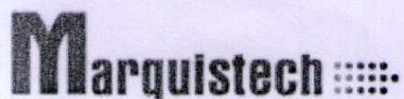
24. Non-Solicitation of Employees:

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. 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.

26. Any agreement or promises made verbally will not be binding for Marquistech 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.



Annexure II – Compensation Breakup

Mr. Sriharsha M.S.Y: Test Engineer with effect from 15th June, 2017.

Fixed Compensation	Per Month (INR)	Per Annum (INR)
Basic	3500.00	42000.00
Additional Allowance	3770.00	45240.00
House Rent Allowance	1750.00	21000.00
Dress Allowance	1500.00	18000.00
Medical Reimbursement	1250.00	15000.00
Conveyance Allowance	1600.00	19200.00
Provident Fund (Employer Contribution)		5040.00
Medical Insurance (Employee)		2500.00
Gratuity		2020.20
Total	13370.00	170000.20

Deduction	Per Month (INR)
Professional Tax	200.00
Provident Fund	420.00
Total deductions	620.00
Net Salary	12750.00