



27<sup>th</sup> October 2022

Mr. Lee Jongbae,  
Republic of Korea

Dear Lee Jongbae,

**Sub.: Offer Letter.**

With reference to your discussion with us, you are required to provide Services to **MARQUIS TECHNOLOGIES CO LTD** for the position of **Test Engineer**.

You will be stationed at **South Korea** and you are required to start your duty on **07<sup>h</sup> November 2022** failing which your agreement stands cancelled.

You will be paid remuneration **19,14,440 KRW Gross Per Month** until your deputed in client project.

The terms of this letter (including the terms contained in the Annexure) are strictly confidential between you and MARQUIS TECHNOLOGIES CO LTD.

Best Wishes,

**For MARQUIS TECHNOLOGIES CO LTD,**

A handwritten signature in black ink, appearing to read "Sayli Chaudhari". The signature is written in a cursive style and is positioned above the typed name.

**Ms. Sayli Chaudhari**  
**Human Resource Department**  
**E- Mail: [schaudhari@marquistech.com](mailto:schaudhari@marquistech.com)**

I have read and understood the terms and conditions of the contract (including the terms and conditions of the Annexures) and am happy to accept them at MARQUIS TECHNOLOGIES CO LTD. I will be joining MARQUIS TECHNOLOGIES CO LTD on or before **08<sup>th</sup> August 2022** and look forward to being a part of the MARQUIS TECHNOLOGIES CO LTD team.

**Signature: Mr.**

**Date:**



## **Annexure - I**

### **1. 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) Photocopy of your passport, if you have one.
- (e) Visa copy in case if you have any.
- (f) One copy of your recent Passport size color photographs.
- (g) You will keep us informed of any change in your residential address or in your civil status.

### **2. Place of posting: South Korea**

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 MARQUIS TECHNOLOGIES CO LTD. and their client(s).

While serving in the client's organization, all issues including HR, Personal and admin will be addressed to MARQUIS TECHNOLOGIES CO LTD. only and will not be taken up with the client.

3. Working hours will be 5 days a week with 8 hours of workload subject to extended or additional work hours as per the requirements and exigencies.

Any overtime must be agreed in advance in writing before the overtime is done.

Sending overtime in Timesheet/excel is not acceptable as proof of overtime, overtime has to be approved by Manager before it has occurred. Overtime to be performed once approved.

Client Holidays need to be followed.

4. No other cost which is not in this contract will be paid. Cost of water, food, laundry, cloths, accommodation, taxi, fuel, SIMs, phones, Wi-Fi, or any other cost will not be paid.
5. Do not use client Sim Card for personal use, if you are using amount will be deducted from your remuneration.
6. While working with MARQUIS TECHNOLOGIES CO LTD, you cannot do any freelancing, or any other private work related to Mobile Field testing or homologation process.



**7. 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 CO LTD 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 CO LTD can at its discretion extend the probation period, as it deems necessary or terminate your employment. 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 and without any notice period or salary in lieu of notice period.

8. All terms and conditions governing your agreement with MARQUIS TECHNOLOGIES CO LTD are incorporated in this contract letter. Any other commitment either verbal or otherwise by any official of MARQUIS TECHNOLOGIES CO LTD made will not be binding the organization unless such commitments are incorporated in this letter.

**9. 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 Marqusitech or Client assets .Incase loss of any MARQUIS TECHNOLOGIES CO LTD. 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 MARQUIS TECHNOLOGIES CO LTD. deems proper in the event of your failure to account for such property to the satisfaction of MARQUIS TECHNOLOGIES CO LTD.

**10. 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 MARQUIS TECHNOLOGIES CO LTD. or thereafter and shall always remain the property of the Company. In the event of you contravening this confidentiality provision while in service of MARQUIS TECHNOLOGIES CO LTD. or thereafter then MARQUIS TECHNOLOGIES CO LTD. will be at liberty to initiate appropriate legal proceedings.

**11. 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 CO LTD. except with the prior written approval of the Authorized Person of MARQUIS TECHNOLOGIES CO LTD. You shall be obligated to the provisions of the detailed NDA enclosed herewith which shall be signed by you before joining.



#### 12. 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 MARQUIS TECHNOLOGIES CO LTD. in connection with or in any way affecting or relating to the business of MARQUIS TECHNOLOGIES CO LTD. or capable of being used or adapted for use therein or in connection therewith shall forthwith be disclosed to MARQUIS TECHNOLOGIES CO LTD. and shall belong to and be the absolute property of MARQUIS TECHNOLOGIES CO LTD. as owner thereof.

#### 13. 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 world, on behalf of any Competitive Business/client perform the same or substantially the same Job Duties.

You shall not make available any document either prepared by you or brought to your attention/consideration during the tenure in MARQUIS TECHNOLOGIES CO LTD. to any person connected with the industry or otherwise.

You shall not make available any document after the removal of the logo of the organization Marquis Technologies. and other associates to camouflage the document. You shall not divulge any knowledge information etc. acquired during your tenure at MARQUIS TECHNOLOGIES CO LTD.

You shall not inform anyone of the business activities of MARQUIS TECHNOLOGIES CO LTD. either as of now or projected and planned for the future.

**Non-Solicitation:** You shall not solicit your colleagues in MARQUIS TECHNOLOGIES CO LTD. both currently working and those who have worked in the past in MARQUIS TECHNOLOGIES CO LTD. and associated companies, to offer their own services for some other company or induce them to secure the services of other people.

You shall not solicit your colleagues both present and past in MARQUIS TECHNOLOGIES CO LTD. to recommend others Associated with MARQUIS TECHNOLOGIES CO LTD. for services in any other organization.

You shall not offer any comments on any activities of MARQUIS TECHNOLOGIES CO LTD. or individuals working in MARQUIS TECHNOLOGIES CO LTD. under any circumstances particularly to the competition.

#### 14. Non-Solicitation of Clients:

You agree that you will not, without the prior written consent of the Employer Company, at any time during your employment with the Employer Company or for a period of 1 (One) 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 endeavoring to compete with the Employer Company, 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 Company 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 Company.



**15. 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 (One) year prior to the termination of your employment.

After being relieved from your duties and responsibilities, you will not, directly, or indirectly, anywhere in the world, on behalf of any Competitive Business perform the same or substantially the same Job Duties.

Once contracted or employed by Marquis, you cannot work in similar or same field for competitors or clients or any such activities related to 5G, 4G, other wireless technologies. This will be considered conflict of interest and will result in termination.

**16. Social Media Policy:**

You covenant and agree that, during the term of your employment with MARQUIS TECHNOLOGIES CO LTD. and after your employment with MARQUIS TECHNOLOGIES CO LTD. 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, currently the employee of MARQUIS TECHNOLOGIES CO LTD. . and pursuant to your employment, 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. on social media platforms.

You agree and understand you have 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 CO LTD. .

**17. Clause for Termination for Non-performance and misconduct:**

Your services are liable to be terminated without any notice or salary in lieu thereof for nonperformance, 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 MARQUIS TECHNOLOGIES CO LTD.



#### **18. Notice Period:**

Your employment can be terminated by MARQUIS TECHNOLOGIES CO LTD. at any time by giving you notice of 30 (Thirty) days' in writing or lieu of payment. The employee if willing to terminate the employment shall do so by giving a written notice of 30 (Thirty) 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. MARQUIS TECHNOLOGIES CO LTD. 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 TECHNOLOGIES CO LTD. may terminate this agreement by giving 30 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 30 days' 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.

#### **19. Homologation Work:**

As per the policy of MARQUIS TECHNOLOGIES CO LTD., we expect all our employees to devote their full-time attention and efforts to the business of company. 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 CO LTD. While working with MARQUIS TECHNOLOGIES CO LTD. you cannot do any freelancing, or any other private work related to Mobile Field testing or homologation process you are required to provide exclusive services to the Company.

In specific cases, e.g. writing for a magazine / journal, speaking at various forums explicit permission from MARQUIS TECHNOLOGIES CO LTD. 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 CO LTD.

#### **20. 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 Indian country 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.



## Annexure II

### 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. I may perform for and to MARQUIS TECHNOLOGIES CO LTD. including its affiliated companies [and representatives].

Within the scope of this personal Non-Disclosure Agreement I shall possibly receive or have access to nonpublic 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 CO LTD. or other companies of the MARQUIS TECHNOLOGIES CO LTD. - group or affiliates, sub-contractors, other contractors and/or customers of MARQUIS TECHNOLOGIES CO LTD. or any other information of MARQUIS TECHNOLOGIES CO LTD. in respect of which MARQUIS TECHNOLOGIES CO 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's representatives or advisor of the employer or my colleagues/workmates) without the prior written consent of MARQUIS TECHNOLOGIES CO 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 CO LTD. or its employees, officers, directors, or agents, disclosed to me orally in internal / external discussions of such MARQUIS TECHNOLOGIES CO LTD. employees, officers, directors, or agents or otherwise available, shall be deemed especially sensitive confidential information of MARQUIS TECHNOLOGIES CO 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 CO LTD. for any purpose other than for the purpose of fulfilling my duties under the employment of the Company. Furthermore, I agree to return all information in my possession in whatever form to MARQUIS TECHNOLOGIES CO LTD. upon expiration or termination of the employment without retaining any copies in whatsoever form thereof. Furthermore, I recognize that all the information received during or related to the employment and all copies or other materialized form of such information including but not limited to photos ,plans , slides, video tapes, computer diskettes , CDROMs etc., remain the sole property of MARQUIS TECHNOLOGIES CO LTD. and/or its licensor's confidential and proprietary rights and to provide reasonable assistance to MARQUIS TECHNOLOGIES CO LTD. to secure patents, copyrights or other forms of protection for such rights, title, interest and intellectual property rights as belonging to MARQUIS TECHNOLOGIES CO LTD. in any country of the world.

This Non-Disclosure Agreement shall be valid during the whole term of the employment 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 CO 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 CO 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 CO LTD. or third parties on behalf and under direct authority of MARQUIS TECHNOLOGIES CO LTD. to process my personal data as deemed appropriate and necessary in the operations of MARQUIS TECHNOLOGIES CO 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 CO LTD. guidelines and applicable legislation. I acknowledge that as a global company, MARQUIS TECHNOLOGIES CO 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 CO LTD. I hereby give my consent to 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 CO LTD. and under a strict confidentiality obligation and by protected technical means.

Place:

Date:

Signature of Deputed Personnel/Employee: \_\_\_\_\_

Name in BLOCK LETTERS: