



07th December 2023

Mr. JIN KYU, JEON
Osan-si, Gyeonggi-do,
Republic of Korea

Dear Jeon,

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 **2nd January 2024** failing which your agreement stands cancelled.

You will be paid remuneration 4602,310 KRW Per per month.

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,

Aashi Sirohi

Ms. Aashi Sirohi
Human Resource Department
E- Mail : asirohi@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 **2nd January 2024** and look forward to being a part of the MARQUIS TECHNOLOGIES CO LTD team.

Signature: Mr. JIN KYU, JEON

Date:

Annexure - I

1. No overtime to be paid 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.
2. 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.
3. Clients working hours and Holiday needs to be followed, No overtime to be paid.

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 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, 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. Notice Period:

Your agreement can be terminated by MARQUIS TECHNOLOGIES CO LTD at any time by giving onemonth notice in writing or payment in lieu. If you are willing to terminate this agreement shall do so by giving one-month notice or in lieu of payment of one-month salary drawn by you at the time of your termination. MARQUIS TECHNOLOGIES CO LTD shall have the sole discretion to accept your resignation and relieve you 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. Upon termination of your agreement with MARQUIS TECHNOLOGIES CO LTD, you shall forthwith return to MARQUIS TECHNOLOGIES CO LTD all assets and property of MARQUIS TECHNOLOGIES CO LTD including all documents, files, books, papers, memos, software or any other Property of MARQUIS TECHNOLOGIES CO LTD in your possession or under your control.

6. 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.

7. 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.

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 CO LTD or thereafter. 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.

9. Non-Disclosure:

You shall not communicate, or attempt to communicate to the public, media bodies, and 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. Detailed NDA enclosed which will be signed by you before joining.

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 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.

11. 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 CO LTD 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.

12. 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.

Not to make available any document either prepared by me or brought to my attention/ consideration during the tenure in MARQUIS TECHNOLOGIES CO LTD to any person connected with the industry or otherwise.

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

Not to solicit my 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 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.

16. 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 2 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, 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.

You agree that you will not join any of the MARQUIS TECHNOLOGIES CO LTD client directly or indirectly.

17. 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 4 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 4 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 Territory, on behalf of any Competitive Business perform the same or substantially the same Job Duties. Not to make available any document either prepared by me or brought to my attention/consideration during the tenure with company to any person connected with the industry or otherwise shall not inform anyone of the business activities of Company either as of now or projected and planned for the future.

18. Social Media Policy:

You covenant and agree that, during the term of your employment with MARQUIS TECHNOLOGIES CO LTD the 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, the employee of MARQUIS TECHNOLOGIES CO 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 CO LTD.

Annexure II- Salary Breakup

Mr. Test Engineer with effect from 2nd January 2024

Basic Salary	Meal Allowance	Proposed Remuneration (KRW per Month) Gross Salary	Employment Insurance				Taxation		Deduction	Actual Net Salary per Month
			Employment Insurance	National Pension	Health Insurance (as per HR)	Long Term Care Insurance	Income Tax	Local Tax		
39,76,270	2,00,000	41,76,270	35,780	1,78,930	1,40,950	18,050	1,90,620	19,060	5,83,390	35,92,880
39,76,270	2,00,000	41,76,270	35,780	1,78,930	1,40,950	18,050	1,90,620	19,060	5,83,390	35,92,880

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. I may perform for and to MARQUIS TECHNOLOGIES CO LTD including its affiliated companies [and representatives] (hereinafter “MARQUIS TECHNOLOGIES CO 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 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 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 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 order. Furthermore, I agree to return all information in my possession in whatever form to MARQUIS TECHNOLOGIES CO 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 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.

I also agree the sub- contractor may disclose information regarding us under our relationship for confidential us by MARQUIS TECHNOLOGIES CO 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 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 NonDisclosure 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 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 CO LTD and under a strict confidentiality obligation and by protected technical means.

Place:

Date:

Signature of Deputed Personnel: _____

Name in BLOCK LETTERS: