AGREEMENT

THIS AGREEMENT IS MADE ON THE THIRD DAY OF January 2026

BETWEEN

MARQUIS TECHNOLOGIES, a company registered under the laws of India, having its registered office Unit 804/805, Rupa Solitaire Park, Sector 1, Plot 2, 8th Floor, Millennium Business Park, Mahape, Navi Mumbai, 400710,India, represented by its Authorised signatory Mr. S. S. Jain hereinafter referred to as Marquistech.

AND

Mr. Pandey Adarsh kumar Shivpujan s/o Shivpujan Pandey, having permanent residence address at Chanethu Jarghai bazar prayagraj Uttar Pradesh. and temporarily residing at Balaji PG Sector 64 Noida uttar Pradesh and employed with Marquisteech as Software Engineer. (Designation) based at Navi Mumbai hereinafter referred to as the Employee.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. DEFINITIONS

Unless and otherwise the context if so requires, the following expressions shall deem to have the synonymous meaning as stated below:

Training Programme: "Training Programme" reffered to as TP for brevity would mean and includes the complete Academic and Practical training program that is to be implanted to the employee. **Area of Training:** Would mean and include the subjects on which Employee is trained upon, the subject of

2. OBJECTIVE OF THE AGREEMENT

2:1 The objective of this TP [Training Programme] is to impart with the EMPLOYEE a high level competence to perform fulfill his/her duties as a Test Engineer with the client of MARQUISTECH.

2:2 High competence of the EMPLOYEE with his/her specialist knowledge in the Area of Training they are trained upon will be utilized by MARQUISTECH in every respect for MARQUISTECH to stay competitive in the future.

3. TP Venue

3:1 Unit 804/805, Rupa Solitaire Park, Sector 1, Plot 2,8th Floor, Millennium Business Park, Mahape, Navi Mumbai - 400710. India

4. AREA OF TP

The EMPLOYEE shall be imparted with a high level training in Tools, common and or Client specific and all relevant subjects that would include be necessary to execute his duties as a Software Engineer. (Designation).

5. PERIOD OF TP

5:1 The Period of the TP would be for a period of Six Months from the date of joining.

5:2 The period of the TP may be extended or may also be completed before the said period of Six Months. The EMPLOYEE is expected to extend his full-fledged Co-operation to successfully complete the TP in any situation of the above as the case may be.

6. FINANCIAL COVERAGE OF THE TP

6:1 This TP imparted by MARQUISTECH through its Client to the EMPLOYEE shall cost MARQUISTECH a sum of Rs 100,000/- (Rupees One Lakh only).

6:2 The above mentioned expenses shall be completely covered by MARQUISTECH and the

7:2 The EMPLOYEE shall impart with the skills and knowledge acquired by him/her as a result of the TP to his subordinates and shall be expected by MARQUISTECH to train a team of personnel.

8. **FIDELITY AND CONFIDENTIALITY BY THE EMPLOYEE**

8:1 The EMPLOYEE shall well honestly and faithfully perform and discharge his duties with the Client of MARQUISTECH as a Test Engineer with utmost care and diligence continuously for a period of 1 years from the date of signing of this Agreement.

8:2 After completion of the One years term Employee is at liberty to take up employment with any other organization other than the Clients of MARQUISTECH or its affiliates, either directly or through any other vendor or sub contractor of the Client for a period of One years from the date of expiry of this agreement, without the prior written consent of MARQUISTECH. This clause shall survive the expiration or determination of this agreement to the length of time period as detailed above. For clarity, MARQUISTECH shall be empowered to enforce this agreement even after the expiration of this agreement for the limited purpose of this clause.

8.3 MARQUISTECH through its Client shall impart with the EMPLOYEE a specialized training in the TP on various subjects that would update the EMPLOYEE of Tools and all Testing competencies, but underlining that the same shall be truly kept very confidential by the EMPLOYEE and not to be disclosed or divulged to anyone in any form directly or indirectly unless otherwise the EMPLOYEE is licensed to do so by MARQUISTECH

9. **INDEMNITY AND DAMAGES BY EMPLOYEE**

9:1 The EMPLOYEE shall at all times hereafter keep MARQUISTECH and its assigns indemnified against all losses, costs, damages and expenses, which MARQUISTECH or its assigns may pay, sustain or accrue or be put unto by reason of its taking the said EMPLOYEE into the TP and thereafter on the employment, by reason of any act, embezzlement, mismanagement, neglect, or default and also breach of this Agreement for a period of one years.

9:2 The EMPLOYEE hereby agrees to compensate and pay to MARQUISTECH a sum of Rs.1,00, 000/- (Rupees One Lakh Only) as damages if he/she fails to be in the rolls of MAROUISTECH and render

Agreement and prefers to determine his services from the Third year of his services from the date of signing of this Agreement.

9:4 The Damages may also proportionately vary in the event of breaching any of the covenants of this Agreement that may incur loss or expenses to MARQUISTECH in any manner be it cash or kind caused due to the willful acts of the EMPLOYEE.

9:5 MARQUISTECH reserves its rights solely to decide so as to amount of Damages payable by the EMPLOYEE with respect to Clause 11:3 above which shall be the sole discretion of MARQUISTECH.

9:6 In the event of the EMPLOYEE finds himself/herself a subsequent placement in another company organization during the period of the contract, which amounts to severe breach of this contract, irrespective of claiming the damages as aforementioned MARQUISTECH reserves its right to keep the subsequent management/Board of the company/ organization informed about this contract and the breach committed by the EMPLOYEE and shall deprive his/her placement until the breach committed by the EMPLOYEE is remedied by him/her.

10. INDEPENDENCE OF EMPLOYEE

It is agreed between the EMPLOYEE and MARQUISTECH that unless otherwise specifically mentioned and agreed the EMPLOYEE is absolutely independent of this Agreement on his successful completion of One years of Service with MARQUISTECH from the date of signing of this Agreement except to be employed to with any of MARQUISTECH's clients directly or through any other vendor/subcontractor of the client for a period of One years from the date of expiration of this agreement. Thereafter the EMPLOYEE and MARQUISTECH shall operate and shall continue to operate, for their own account and nothing in this Agreement is intended or shall be construed to a authorize either party to create or assume any Liability or indebtedness of any kind in the name of, or on behalf of the EMPLOYEE or MARQUISTECH or to act for or be responsible for the performance of the other party in any manner.

11. TERM AND DETERMINATION

11:1This Agreement shall be in full force and effect continuously for a period of One years from the date of signing of this Agreement for the purpose of this agreement and shall be valid and subsisting for

Agreement, but shall do so only with the mutual consent and satisfaction of MARQUISTECH, or sh- all determine this Agreement after he/she compensates and pays MARQUISTECH with the requisite Damages as applicable as per this Agreement during the tenure of this Agreement.

11:3 MARQUISTECH reserves its right to terminate this Agreement at any time from the date of signing of this Agreement without assigning any reason whatsoever. Under these circumstances either of the parties shall be at no compulsion to indemnify of compensate each other with any Damages or cost of any kind.

12. AMENDMENT

Any Amendment to be carried out in this agreement shall be in writing and executed by the parties hereto and shall be done and effected so, as MARQUISTECH may think deem fit from time to time.

13. JURISDICTION

In the event of any disputes arising between the parties in the context and tenure of this Agreement then the same shall be resolved internally failing which the parties hereto mutually agree to submit the same to the exclusive jurisdiction of the Courts at Mumbai only.

14. ENTIRE AGREEMENT

This Agreement inclusive of the attachments constitutes the Entire Agreement between MARQUISTECH and the EMPLOYEE concerning the subject matter hereof, supersedes all prior communications or Agreement, written or oral if any, between the parties hereto.

IN WITNESS WHEREOF BOTH THE PARTIES HAVE SET THEIR HANDS AND SEAL ON THE DAY, MONTH AND YEAR FIRST HEREIN ABOVE MENTIONED

FOR **MARQUIS TECHNOLOGIES EMPLOYEE**