



25th December 2024

Mr. Milind Suresh Yadav,
Jay Sai Sadan Co-Operative Housing Society
Chawl Number 3
House number 7 Patri Pul Kalyan East
State: Maharashtra

Dear Milind,

Sub.: Employment Contract

With reference to your discussion with us, we are pleased to offer you the position of **Telecommunication Engineer** with **Marquistech Pte. Ltd.**

You will be stationed in **Singapore.**

Annexures I & II attached to this communication forms part of the contract.

For Marquistech Pte Ltd

A handwritten signature in black ink, appearing to read 'Sukhpal Singh', with a horizontal line underneath.



Mr. Sukhpal Singh

Director

Marquistech Pte Ltd

10 UBI Crescent # 07-64 UBI Techpark Singapore 408564

1. Duration of contract:

This contract duration is of one year starting on 17th March 2025 and will end on 16th March 2026.

2. Salary:

Your salary will be monthly gross 7900 SGD and paid monthly in an amount of in accordance with normal payroll procedures. The payment of your salary shall be subject to such statutory deductions as may be required in accordance with applicable legislation in force from time to time.

3. Hours of Work and Holidays:

Working days are from Monday to Friday. The normal working hours shall be 9 hours per day. You are not required to work overtime. However, if there is an overtime, it will be compensated by leisure time.

Also, business travels may be required from time to time. The Company holiday shall be (i) Saturday (designated holiday) and Sunday (statutory holiday), and (ii) other days deemed to be necessary to the Company.

4. Job Description:

Attached to this contract is a job description (Annexure II). The attached job description forms an integral part of this contract. You will acknowledge the contents thereof by signing this contract.

5. Leaves:

You are entitled to 8 days of annual leaves. We shall not pay you in lieu of untaken holiday.

6. 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 Company or thereafter. In the event of You contravening this confidentiality provision while in service of the Company or thereafter then the Company will be at liberty to initiate appropriate legal proceedings.

7. 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 the Company except with the prior written approval of the Authorized Person of the Company Detailed NDA enclosed which will be signed by You before joining.

8. 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 the Company, in connection with or in any way affecting or relating to the business of the Company or capable of being used or adapted for use therein or in connection therewith shall forthwith be disclosed to the Company and shall belong to and be the absolute property of the Company. On joining, you will be requested to sign a formal Confidentiality agreement with the Company.

9. Notice Period:

Your contract can be terminated by Marquistech Pte Ltd at any time by giving one-month notice in writing or payment in lieu. If you are willing to terminate this contract 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. Marquistech Pte Ltd shall have the sole discretion to accept your resignation and relieve you on determination of the contract. 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 contract with Marquistech Pte Ltd, you shall forthwith return to Marquistech Pte Ltd all assets and property including all documents, files, books, papers, memos, software, or any other property of Marquistech Pte Ltd in your possession or under your control.

10. Clause Non-performance and misconduct:

Misconduct and Non-performance in your services, Marquistech Pte Ltd has every right to terminate the contract without notice or without paying salary in lieu of notice. Misconduct includes abusive or insubordinate behavior, negligence that raises questions on safety and security, etc. Non-performance includes poor job performance, sickness, or incapacity to the extent that it has a negative impact on your day-to-day work performance, incompatibility with other employees to a degree that affects workplace relationships etc.

11. Clause for 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.

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

12. 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 Company client directly or indirectly.

13. 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 2 years 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 2 years prior to the termination of Your employment.

14. Social Media Policy:

You covenant and agree that, during the term of Your employment with the Company and after Your employment with the Company 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 the Company. 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 the Company.

15. Post Resignation or Post Contract Expiration:

As an employee/contractor of the Company, 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 Company, 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).

Annexure II:

Roles and Responsibilities:

- Understanding of all the Test cases.
- Field Testing and Mobility in cab/car.
- Getting ready all the IT system with tools/test cases.
- Meeting face to face to discuss the tasks.
- Conference call with Manager/Lead about the project progress.
- Flash the Mobile Phone model (DUT) with the required SW.
- Perform the tests assigned to you for the project.
- Do all the mobility test cases.
- Report daily progress in email.
- Raise all the issues in the database.
- Submit final report.
- Analyze the logs.
- Conference call about the project progress.
- Business travel will be required to be undertaken as needed.
- Managing and tracking device safely.
- Tracking and managing Shipment locally.
- Managing test van and driver during testing phase.
- Need to manage and arrange sim card locally based on testing purpose.
- If needed, you may also have to visit client site.

Note: Your work does not limit to the above Roles and Responsibilities, it can vary according to the project as the aforesaid Roles and Responsibilities are not exhaustive.



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 **Telecommunication Engineer** and any other tasks and/or assignments. I may perform for and to Marquistech Pte Ltd. including its affiliated companies [and representatives].

Within the scope of this personal Non-Disclosure Agreement I shall possibly receive or have access to non- public information (including but no 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 MARQUISTECH PTE LTD. or other companies of the MARQUISTECH PTE LTD. - group or affiliates, sub-contractors, other contractors and/or customers of MARQUISTECH PTE LTD. or any other information of MARQUISTECH PTE LTD. in respect of which MARQUISTECH PTE 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 MARQUISTECH PTE 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 MARQUISTECH PTE LTD. or its employees, officers, directors or agents, disclosed to me orally in internal / external discussions of such MARQUISTECH PTE LTD. employees, officers, directors or agents or otherwise available, shall be deemed especially sensitive confidential information of MARQUISTECH PTE 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 MARQUISTECH PTE 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 MARQUISTECH PTE LTD.

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Upon expiration or termination 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 , CD-ROMs etc, remain the sole property of MARQUISTECH PTE LTD and/or its licensor's confidential and proprietary rights and to provide reasonable assistance to MARQUISTECH PTE LTD. to secure patents, copyrights or other forms of protection for such rights, title, interest and intellectual property rights as belonging to MARQUISTECH PTE 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 MARQUISTECH PTE 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 MARQUISTECH PTE 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 MARQUISTECH PTE LTD. or third parties on behalf and under direct Authority of

Marquistech Pte Ltd. to process my personal data as deemed appropriate and necessary in the operations of Marquistech Pte Ltd. in connection to the purpose of the Non-Disclosure Agreement and undertakings related to it. This process will be done in compliance with Marquistech Pte Ltd. guidelines and applicable legislation. I acknowledge that as a global company, Marquistech Pte Ltd. has international sites throughout the world and to the extent necessary the personal data related to me be sent to any site within Marquistech Pte 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 Marquistech Pte Ltd. and under a strict confidentiality obligation and by protected technical means.

Place:

Date:

Signature of Deputed Personnel: _____

Name in BLOCK LETTERS:

Marquistech Pte Ltd

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