



11<sup>th</sup> March 2025

**Mr. Bhulok Aryal**

U 107, 640-650 Pacific Highway Chatswood NSW 2067 Australia

**Dear Bhulok,**

**Sub.: Contract Extension Letter**

With reference to your discussion with us, we are pleased to inform you that we are pleased to Extend your contract with **Marquis Technologies PIY LTD**. For the position of **Test Engineer**. on the terms and conditions here under and as contained in the Annexures attached here to.

You will be stationed in Australia, and your contract extension will commence on 18th March 2025.

We welcome you to Marquis Technologies Inc and look forward to your contributions in growing the business with the team here in Marquis Technologies Inc. Annexures I & II attached to this communication forms part of the contract.

**For MARQUISTECH PTY LTD**



*Aashi Sirohi*

**Ms. Aashi Sirohi**

**Human Resource Department**

**MARQUISTECH PTY LTD**

## Annexures I

1. **Duration of contract:** This contract duration is of one year starting on 18<sup>th</sup> March 2025 and will end on 17<sup>th</sup> March 2026.
2. **Salary:** Your salary package is \$113400 per annum excluding superannuation contributions required by the Superannuation Guarantee (Administration) Act 1992 (Cth). Your base salary may be reduced commensurate with any increase in the SGC rate above 11%. Salary will be payable monthly into a nominated bank account of your choice and includes payment for all your ordinary hours of work and any additional hours you may be required to work. It also includes payment for all allowances, loadings, overtime payments or penalties to which you may be entitled under any applicable modern award.
3. **Hours of Work:** Your ordinary hours of work are 40 hours per week. You agree to work these ordinary hours of work and any other hours as are necessary for you to perform your duties satisfactorily. You agree that these other hours are reasonable additional hours and that you will not be entitled to receive any additional remuneration for hours worked outside your ordinary hours of work.
4. **Holiday:** You are entitled to 4 weeks of annual leaves which include sick leave, personal/carer's leave, bereavement leave, long service leave, parental leave, family and domestic violence leave. We shall not pay you in lieu of untaken holiday.
5. **Probation Period:** You will be on probation for a period of 3 months. 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 PTY LTD as your employer. During the probation period your absence at the client's place may not be entertained. Employment may be terminated with 7 days' notice or pay in lieu of such notice. MARQUITECH PTE LTD can at its discretion extend the probation period, as it deems necessary or terminate your employment.
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.

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- 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 your association with MARQUISTECH PTY LTD, in connection with or in any way affecting or relating to the business of MARQUISTECH PTY LTD or capable of being used or adapted for use therein or in connection therewith shall forthwith be disclosed to MARQUISTECH PTY and shall belong to and be the absolute property of MARQUISTECH PTY.

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 PTY 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 MARQUISTECH PTY LTD deems proper in the event of your failure to account for such property to the satisfaction of MARQUISTECH PTY LTD.

- 9. 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, noncompliance, 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.
- 10. Notice Period:** Your employment can be terminated by MARQUISTECH PTY LTD at any time by giving notice of 30 days’ notice in writing or payment in lieu. The employee if willing to terminate this offer shall do so by giving notice of 30 days’ notice. 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 PTY LTD shall have the sole discretion to accept his/her resignation and relieve an employee on determination of the agreement. Upon termination of your agreement with MARQUISTECH PTY LTD, you shall forthwith return to MARQUISTECH PTY LTD all assets And property of MARQUISTECH PTY LTD including all documents, files, books, and papers, memos, software or any other Property of MARQUISTECH PTY LTD in your possession or under your control.
- 11. 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.

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- 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 MARQUISTECH PTY LTD the and after your employment with MARQUISTECH PTY 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 MARQUISTECH PTY 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 MARQUISTECH PTY LTD.

Upon termination of your employment with MARQUISTECH PTY LTD, you shall forthwith return to MARQUISTECH PTY LTD all assets and property of MARQUISTECH PTY LTD including all documents, files, books, papers, memos, software or any other property of MARQUISTECH PTY LTD in your possession or under your control.

- 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

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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).

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## Annexures 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 any other tasks and/or assignments. I may perform for and to MARQUISTECH PTY LTD.

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 PTY LTD. or other companies of the MARQUISTECH PTY LTD. - Group or affiliates, sub-contractors, other contractors and/or customers of MARQUISTECH PTY LTD. or any other information of MARQUISTECH PTY LTD. in respect of which MARQUISTECH PTY 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 MARQUISTECH PTY 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 PTY LTD. or its employees, officers, directors, or agents, disclosed to me orally in internal / external discussions of such MARQUISTECH PTY LTD. employees, officers, directors, or agents or otherwise available, shall be deemed especially sensitive confidential information of MARQUISTECH PTY 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 PTY 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 MARQUISTECH PTY 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 MARQUISTECH PTY LTD. and/or its licensor’s confidential and proprietary rights and to provide reasonable assistance to MARQUISTECH PTY LTD. to secure patents, copyrights, or other forms of protection for such rights, title, interest and intellectual property rights as belonging to MARQUISTECH PTY LTD. in any country of the world.

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I also agree the sub- contractor may disclose information regarding us under our relationship for confidential us by MARQUISTECH PTY 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 MARQUISTECH PTY 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 PTY 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 PTY LTD. or third parties on behalf and under direct authority of MARQUISTECH PTY LTD. to process my personal data as deemed appropriate and necessary in the operations of MARQUISTECH PTY LTD. in connection to the purpose of the Nondisclosure agreement and undertakings related to it. This process will be done in compliance with MARQUISTECH PTY LTD. guidelines and applicable legislation. I acknowledge that as a global company, MARQUISTECH PTY 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 PTY 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 MARQUISTECH PTY LTD. and under a strict confidentiality obligation and by protected technical means.

Place:

Date:

Signature of Deputed Personnel:

Name in BLOCK LETTERS:

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