



**16<sup>th</sup> August 2025**

**Mr. Victor Gabriel**

**Mexico**

**Dear Victor,**

**Sub.: Contract Letter**

With reference to your discussion with us, we are pleased to inform you that you will be providing services to Marquistech Pte. Ltd (hereinafter referred to as "Marquistech") for the position **Test Engineer** on the terms and conditions hereunder and as contained in the Annexures attached hereto.

You will be Presently stationed at **Mexico**.

Your contract for 1 Year from **01<sup>st</sup> September 2025 to 31<sup>st</sup> August 2026**. It can be extended if required.

You will be paid **36000 MXN Per Month** for this contract.

Best Wishes,

**For Marquitech Pte. Ltd.**

A handwritten signature in blue ink, appearing to be "MR" with a horizontal line extending to the right.

**Ms. Nisha pol**

**Human Resource Department**

**Enclosed: Annexure I, II**

I have read and understood the terms and conditions of this Contract (including the terms and conditions of the Annexures) and I am happy to accept the Contract letter.

**Signature:**

**Date**



## **Annexure - I**

### **1. Place of posting: Mexico**

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 Marquistech and their client(s). While serving in the client's organization, all issues including HR, Personal and admin will be addressed to Marquistech only and will not be taken up with the client.

### **2. 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 Marquistech or Client assets. In case loss of any Marquistech 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 Marquistech deems proper in the event of your failure to account for such property to the satisfaction of Marquistech.

3. Detailed day to day scope of work has been elaborated in Annexure III
4. Expenses which are related to project like test van, driver, sim card and logistic fees like courier or purchase of any inventory items will be reimbursed as per the approval of Manager.
5. No other expenses like personal Parking, Lunch, and Fuel, Entertainment or any other Miscellaneous expense will be reimbursed unless agreed or approved over in writing/email with Manager.
6. You shall manage your taxes locally and are responsible to be legally compliant to any tax rules. Company will not pay your Insurance, Social Security charges, and any other charges & benefits.
7. Required to send work report daily to Manager, no report share no pay for respective day.
8. The maximum working hours will be 8 hours, no overtime will be paid.
9. The minimum workload should be 0.5 Man Days.
10. If you avail any leave during the tenure, the remuneration will be deducted proportionately.
11. No extra pay will be provided if you worked a day then you need to put the device on Matt's tool overnight.
12. No claims will be reimbursed without pre-approval of your technical lead/Technical manager.
13. Devices which you have, you must share the details of all devices in MS Excel once a month.
14. Every quarterly, you have to do a physical audit of all devices which you have.

15. Until it's very urgent, you can use public transport for the tasks.
16. For any retest verification, if no regular task you will be paid on hourly basis OR if 7-8 retest occurs on different days, you will be paid as per your remuneration.
17. Do not use client Sim Card for personal use, if you are using amount will be deducted from your remuneration.
18. For any kind of expenses related to project/work, prior approval on email needs to be obtained from Manager before proceeding with any such arrangements. Reimbursement will be done for expenses based on the approval via email as per the agreed cost. All the communication in this regard must be done via email. Reimbursement of any expenses will be done only after showing receipts, bills.
19. If project end /Completed or contract is terminated before expiry date of contract, salary will be paid on pro-rata basis based on number of days work and not for full month.
20. **Clause for Banking fees and exchange rate:**

Remuneration transfer will be done by Bank outside of **Mexico**. Conversion rate to local currency will be as per your bank exchange rate and Marquistech does not have any control or influence on this exchange rate.

Marquistech will not reimburse any bank fee charged by your bank. You are obligated to pay any bank transaction fees.

All terms and conditions governing your agreement with Marquistech are incorporated in this Contract. Any other commitment either verbal or otherwise by any official of Marquistech made will not be binding the organization unless such commitments are incorporated in this Contract.

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

22. Engineer needs to **Run Automation Tool (MATT Tool)** overnight while having any task for the day.

**23. 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 Marquistech except with the prior written approval of the Authorized Person of Marquistech. You shall be obligated to the provisions of the detailed NDA enclosed herewith which shall be signed by you before joining.

**24. 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 Marquistech in connection with or in any way affecting or relating to the business of Marquistech or capable of being used or adapted for use therein or in connection therewith shall forthwith be disclosed to Marquistech and shall belong to and be the absolute property of Marquistech as owner thereof.

## **25. 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 Marquistech 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 Marquistech.

You shall not inform anyone of the business activities of Marquistech either as of now or projected and planned for the future.

**Non-Solicitation:** You shall not solicit your colleagues in Marquistech both currently working and those who have worked in the past in Marquistech 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 Marquistech to recommend others Associated with Marquistech for services in any other organization.

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

## **25. 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.

## **26. 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.

**27. Social Media Policy:**

You covenant and agree that, during the term of your employment with Marquistech and after your employment with Marquistech 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 Marquistech. 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 Marquistech.

**28. 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.

Your services are liable to be terminated without any notice or salary in lieu thereof for misconduct, non performance, 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 Marquistech.

**29. Homologation Work :**

As per the policy of Marquistech, 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 Marquistech. While working with Marquistech, 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 Marquistech 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 Marquistech.

**30. 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)

**31. Notice Period :**

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. Marquistech shall have the sole discretion to accept the employee's resignation and relieve an employee on determination or early termination of the 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 Navi Mumbai, Indian 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**

### **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 IV

### 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 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. Further more, I agree to return all information in my possession in whatever form to MARQUISTECH PTE 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 , 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/Employee: \_\_\_\_\_

Name in BLOCK LETTERS: