



30th December 2025

Mr. karan wadhwa,
Address - 300 Parkside Dr, Waterdown,
ON Canada L0R 2H0.

Dear Karan,

Sub.: Contract Letter

With reference to our discussion, we are pleased to offer you the role of **Test Engineer** with Marquis Technologies Inc., as per the terms and conditions mentioned below and in the attached Annexures.

You will be stationed at **Canada**.

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 MARQUIS TECHNOLOGIES INC



Prashant Jain

Mr. Prashant Jain

Director



Annexures I

1. Duration of contract: This contract duration is one year starting on 14th January 2026 and will end on 13th January 2027.

2. Salary:

Your salary will be annually gross **110,000** CAD 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 8 hours per day. You are not required to work overtime. However, if there is an overtime, it will be compensated by leisure time.

4. 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 Marquis Technologies Inc. as your employer. During the probation period your absence at the client's place may not be entertained. As the case may be your employment may be terminated without any notice or pay in lieu of such notice. Marquis Technologies Inc. can at its discretion extend the probation period, as it deems necessary or terminate your employment.

5. Leaves:

You are entitled to 2 weeks of annual leaves. We shall not pay you in lieu of untaken holiday.

6. Medical Insurance/Health Insurance: You will have to manage with your health insurance.

7. 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.



8. 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.

9. 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.

10. Notice Period:

Your contract can be terminated by Marquis Technologies Inc at any time by giving 15 days' notice in writing or payment in lieu. If you are willing to terminate this contract shall do so by giving 15 days' notice or in lieu of payment of 15 days salary drawn by you at the time of your termination. Marquis Technologies Inc 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 Marquis Technologies Inc, you shall forthwith return to Marquis Technologies Inc all assets and property including all documents, files, books, papers, memos, software, or any other property of Marquis Technologies Inc in your possession or under your control.

11. Clause Non-performance and misconduct:

Misconduct and Non-performance in your services, Marquis Technologies Inc 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.



12. 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.

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.

13. 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.

14. 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 endeavouring to compete with the Employer, directly or indirectly solicit for employment, or endeavour 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.



15. 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.

16. 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).



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 MARQUIS TECHNOLOGIES INC.

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 MARQUIS TECHNOLOGIES INC. or other companies of the MARQUIS TECHNOLOGIES INC. - Group or affiliates, sub-contractors, other contractors and/or customers of MARQUIS TECHNOLOGIES INC. or any other information of MARQUIS TECHNOLOGIES INC. in respect of which MARQUIS TECHNOLOGIES INC. 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 INC. 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 INC. or its employees, officers, directors, or agents, disclosed to me orally in internal / external discussions of such MARQUIS TECHNOLOGIES INC. employees, officers, directors, or agents or otherwise available, shall be deemed especially sensitive confidential information of MARQUIS TECHNOLOGIES INC. 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 INC 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 INC. 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 INC. and/or its licensor's confidential and

MARQUIS TECHNOLOGIES INC



proprietary rights and to provide reasonable assistance to MARQUIS TECHNOLOGIES INC. to secure patents, copyrights, or other forms of protection for such rights, title, interest and intellectual property rights as belonging to MARQUIS TECHNOLOGIES INC. 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 INC.

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 INC. 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 INC. 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 INC. or third parties on behalf and under direct authority of MARQUIS TECHNOLOGIES INC. to process my personal data as deemed appropriate and necessary in the operations of MARQUIS TECHNOLOGIES INC. in connection to the purpose of the Nondisclosure agreement and undertakings related to it. This process will be done in compliance with MARQUIS TECHNOLOGIES INC. guidelines and applicable legislation. I acknowledge that as a global company, MARQUIS TECHNOLOGIES INC. 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 INC. 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 INC. and under a strict confidentiality obligation and by protected technical means.

Place:

Date:

Signature of Deputed Personnel:

Name in BLOCK LETTERS: