



Contract Employment Agreement

Between

Marquis Technologies Limited Liability Company
of

Dia Bldg 2F, 2-2-15, Hamamatsu-cho, Minato-ku, Tokyo

(the "Company")

Company Corporate Number: 0100-03-025268

-and-

Shubham Kulshrestha

of 8-15-5-901 Nishikasai Edogawa-ku Tokyo

("You" or "you're" as the case may be)

1. This "Agreement" is made and entered into on this **11th September 2025** (the "Effective Date"), between the Employer and the Employee, to extend the employment under the following terms and conditions:

2. **Position**

The Employee shall continue to serve in the role of Test Engineer and report to the designated managers.

3. **Job Description and Place of Work:**

The Job Description remains as previously agreed and attached herein. The Employee's place of work shall remain Tokyo.

4. **Contract Employment Commencement and Termination:**

This Agreement is an extension of the existing contract employment. The extended term of employment shall commence from **11th September 2025**. The Employee's employment with the Company will terminate on **10th September 2026**, otherwise terminated in accordance with Clause 11 below. At the expiration date of 10th September 2026, a new Contract Employee Agreement may be entered into, based on the written consent of both parties to this Agreement.

5. **Salary and Allowances**

Your salary shall be **Japanese Yen (JPY) 973,611** before tax 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.

In the event that You work overtime, on any statutory or designated holiday or at late hour on the instructions of the Company, the calculation of the allowance will be as follows; provided, however, that when the designated holiday work allowance or the statutory holiday work allowance are paid in accordance with the Item (ii) or (iii) below, the overtime work allowance in accordance with the Item (i) below shall not be separately or additionally paid.



6. Benefits:

6.1 Sick Leave

6.2 You will be paid an annual 10 days leave.

If You are absent from work due to illness or injury or for any other reason You must notify (position) before 60 minutes of working hour or as soon as reasonably possible on Your first day of absence giving the reasons for Your absence and its expected duration. If You are unable to do this Yourself, you must arrange for someone else to do so on Your behalf. If You are absent for more than 3 days, the Company may require You to produce a doctor's certificate.

6.3 Social Insurance

Provided that You work the appropriate number of hours, you will be required to participate in the government-run system of (i) Social Insurance; and (ii) Labor Insurance, through the Company. The premiums for such insurance programs will be shared between You and the Company at the rates stipulated by the relevant laws of Japan. Your contributions will be deducted from Your monthly compensation and remitted to the proper authorities (along with the Company's contributions).

7. Hours of Work and Holiday

Working days are from Monday to Friday. The normal working hours shall be 9 am to 5 pm with an hour break for lunch, however, you may be required to work extra hours from time to time to complete urgent work. 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.

8. 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.

9. 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.

10. 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.



11. Notice Period:

Advance notice of termination is provided at least 30 days prior to dismissal. An employer may also provide a payment in lieu of such notice, which amounts to the 30 days of the salary amount. Notice periods can also be shortened by the number of days for which the payment in lieu of notice has been made. The advance notice period is not applicable when the employer dismisses an employee under the probationary period, within fourteen days after the date of the commencement of the probationary period.

12. Termination:

The Company shall be entitled to terminate this Agreement on the giving of 30 days prior written notice (but without prejudice to the rights and remedies of the Company for any breach of this Agreement) in any of the following cases:

- If You engage in dishonesty or serious misconduct or cause a third party to do so.
 - If You fail to observe rules or regulations of the Company from time to time in force and such failure does not cease regardless of the Company's warning.
 - If Your attitude towards work or performance of duties is poor, and You are considered unfit to perform Your duties as expected.
 - If You become mentally or physically incapacitated or disabled, and the Company reasonably considers You as unfit to render performance of Your duties.
 - If there is rational necessity on the part of the Company, such as curtailment of its business operations or similar economic or strategic business circumstances.
 - Any other circumstances applying to You which are of a similar nature to any of the preceding items.

13. 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.

14. 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 useYour personal knowledge of or influence over any such client to or for Your own benefit or thatof any other person competing with the Employer. You agree that You will not join any of the Company client directly or indirectly.



15. 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.

16. 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.

17. 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).



18. Entire Agreement

This Agreement and the terms and conditions herein embody all the terms and conditions agreed upon between the Company and You relating to Your employment and supersedes and cancels all previous agreements and undertakings between the Company and You with respect to Your employment whether such be written or oral.

19. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Japan. Any dispute arising from or related to this Agreement shall be subject to exclusive agreed jurisdiction of the Tokyo District Court for the first instance.

20. Amendment/Modification of Agreement

This Agreement may not be amended verbally; no amendment of modification of this Agreement shall be binding unless in writing and duly executed by the parties.

Annexure 1

Roles and Responsibilities performed at client site:

- 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.
- Analyse 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.



Annexure 2: Salary Breakup

				(Unit : JPY)
Payment		per month		
	Basic salary		973,611	
	Total amount of payment		973,611	
Deduction				
	Health insurance	48,559		
	Employee's pension plan	59,475		
	Employment insurance	5,355		
	Total amount of social insurance		108034	
	Withholding tax		93928	
	Total amount of deduction		263517	
Net pay to the employee			710094	
Employer social insurance contribution		111562.00		



Annexure 3: 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 for Marquis Technologies Limited Liability Company. I may perform for and to Marquis Technologies Limited Liability Company Pvt Ltd including its affiliated companies [and representatives] (hereinafter "Marquis Technologies Limited Liability Company").

Within the scope of this personal Non-Disclosure Agreement I shall possibly receive or have access to non-public information (including but not 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 Limited Liability Company or other companies of the Marquis Technologies Limited Liability Company - group or affiliates, sub-contractors, other contractors and/or customers of Marquis Technologies Limited Liability Company or any other information of Marquis Technologies Limited Liability Company in respect of which Marquis Technologies Limited Liability Company 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 Limited Liability Company 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 Limited Liability Company or its employees, officers, directors or agents, disclosed to me orally in internal / external discussions of such Marquis Technologies Limited Liability Company Pvt Ltd employees, officers, directors or agents or otherwise available, shall be deemed especially sensitive confidential information of Marquis Technologies Limited Liability Company 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 Limited Liability Company, 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 Limited Liability Company 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 Limited Liability Company and/or its licensor's confidential and proprietary rights and to provide reasonable assistance to Marquis Technologies Limited Liability Company to secure patents, copyrights or other forms of protection for such rights, title, interest and intellectual property rights as belonging to Marquis Technologies Limited Liability Company in any country of the world.

I also agree the sub-contractor may disclose information regarding us under our relationship



for confidential use by Marquis Technologies Limited Liability Company.

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 shall pay Marquis Technologies Limited Liability Company 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 Limited Liability Company 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 Limited Liability Company or third parties to process my personal data as deemed appropriate and necessary in the operations of Marquis Technologies Limited Liability Company in connection to the purpose of the Non-Disclosure agreement and undertakings related to it. This process will be done in compliance with Marquis Technologies Limited Liability Company guidelines and applicable legislation. I acknowledge that as a global company, Marquis Technologies Limited Liability Company 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 Limited Liability Company. 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 Limited Liability Company and under a strict confidentiality obligation and by protected technical means.

You acknowledge that you have fully read the contents of this Agreement which is in English language and in case there is any language barrier you have translated the documents from advice of counsel of your choice.

You have read and understands the meaning of each provision of this Agreement and your signature below constitutes your acceptance of each term of the Agreement with full knowledge and conscience.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.



Marquis Technologies Limited Liability Company (the Company)

Renu 

Name: Renu Rani Agrawal

Marquis Technologies Limited Liability Company

Shubham Kulshrestha (You)

Name:

Date: