

Mr. Rohit Laxmikant Sawant,
20 Selwood Gardens, Stanwell
Staines-Upon-Thames
TW19 7NX

Dear Rohit,

Sub.: Offer Letter Extension

This contract of employment shall be read in conjunction with your employment agreement dated **01st October 2020** (hereinafter referred to as “Original Agreement”). We are pleased to extend your position of **General Manager Operations (Engineering)** with Marquis Technologies Limited, United Kingdom. We are confident that your skills, experience, and dedication will be valuable to our team.

This offer is effective from **22nd November 2023** and is offered for a permanent position for an indefinite period, subject to applicable laws. You will continue your work in the capacity of a Sole Representative and employee at the office of Marquis Technologies Limited, UK, a subsidiary of Marquis Technologies Private Limited (India).

You will be paid a remuneration of **GBP 8,750 per month** (Equivalent to GBP 1,05,000 /- per year). Your salary shall be subjected to statutory deductions such as personal income tax & employee contribution of social securities and other tax as per UK laws.

The terms of this contract (including the terms contained in the Annexure) are strictly confidential between you and your employer, Marquis Technologies Limited.

Best Wishes,



Authorized signatory : Sukhpal Singh Jain
Designation : Director
Contact number : +91916773412
Email ID : ssjain@marquistech.com

Marquis Technologies Limited

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Annexure - I

- 1. Working Hours:** The working hours amount to 40 hours per week. The working week runs from Monday up to Friday (8 hours per day). You are not required to work overtime. The beginning and end of working hours and breaks depend on the operational needs.
- 2. Place of Work:** The Mille, 1000 Great West Road Brentford, Middlesex TW8 9DW
- 3. Leave policy:** You are entitled to paid annual leave of 28 working days. Working days are all working days from Monday to Friday, non-working days are not paid.
- 4.** Expenses which are related to projects 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 the Manager.
- 5.** No other expenses like personal Parking, Lunch, and Fuel, Entertainment or any other expense will be reimbursed unless agreed or approved over in writing/email with Manager.
- 6.** You have the right to manage your taxes locally and the company is not responsible for that. You are responsible to be legally compliant to any tax rules.
- 7.** While working with Marquis Technologies Limited, you cannot do any freelancing, or any other private work related to Senior Project Manager Engineering or homologation process.
- 8. Notice Period:** Your agreement can be terminated by Marquis Technologies Limited at any time by giving one-month notice in writing or payment in lieu. If you are willing to terminate this agreement you shall do so by giving one month's notice or in lieu of payment of one-month salary drawn by you at the time of your termination. Marquis Technologies Limited shall have the sole discretion to accept your resignation and relieve you on determination of the agreement. The management reserves the right to, at its sole discretion, accept your resignation and relieves you immediately by waiving the notice. Upon termination of your agreement with Marquis Technologies Limited, you shall forthwith return to Marquis Technologies Limited all assets and property including all documents, files, books, papers, memos, software or any other property of Marquis Technologies Limited in your possession or under your control.

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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, 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.

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

10. 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 Marquis Technologies Limited or thereafter. In the event of you contravening this confidentiality provision while in service of Marquis Technologies Limited or thereafter then Marquis Technologies Limited will be at liberty to initiate appropriate legal proceedings.

11. Non-Disclosure:

You shall not communicate, or attempt to communicate to the public, media bodies, and journals, academic institutions etc. or cause to disclose at any time, any information or documents, official or otherwise relating to Marquis Technologies Limited except with the prior written approval of the Authorized Person of Marquis Technologies Limited. Detailed NDA enclosed which will be signed by you before joining.

12. 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 topatents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons while in your association with Marquis Technologies Limited in connection with or in any way affecting or relating to the business of Marquis Technologies Limited or capable of being used or adapted for use therein or in connection therewith shall forthwith be disclosed to Marquis Technologies Limited and shall belong to and be the absolute property of Marquis Technologies Limited.

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13. 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. Marquis Technologies Limited 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 Marquis Technologies Limited deems proper in the event of your failure to account for such property to the satisfaction of Marquis Technologies Limited.

14. 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. You agree:

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

Not to make available any document after the removal of the logo of the organization Marquis Technologies Limited and other associates to camouflage the document. You shall not divulge any knowledge information etc. acquired during the tenure at Marquis Technologies Limited. You shall not inform anyone of the business activities of Marquis Technologies Limited either as of now or projected and planned for the future.

Not to solicit my colleagues in Marquis Technologies Limited both currently working and those who have worked in the past, in Marquis Technologies Limited 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 offer any comments on any activities of Marquis Technologies Limited or individuals working in Marquis Technologies Limited under any circumstances particularly to the competition.

15. 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 Marquis Technologies Limited client directly or indirectly.

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16. 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 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 to the termination of your employment.

Annexure II

Non-Disclosure Agreement

I agree to be bound by obligations detailed in this personal Non-Disclosure Agreement in connection with my designation as Senior Project Manager Engineering and any other tasks and/or assignments. I may perform for and to Marquis Technologies Limited 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 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 or other companies of the Marquis Technologies Limited - group or affiliates, sub-contractors, other contractors and/or customers of Marquis Technologies Limited or any other information of Marquis Technologies Limited in respect of which Marquis Technologies Limited 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 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 or its employees, officers, directors or agents, disclosed to me orally in internal / external discussions of such Marquis Technologies Limited employees, officers, directors or agents or otherwise available, shall be deemed especially sensitive confidential information of Marquis Technologies Limited which I shall not disclose to any one or use for any purposes.

I also agree the sub- contractor may disclose information regarding us under our relationship for confidential us by Marquis Technologies Limited.

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 I shall pay Marquis Technologies Limited as liquidated damages the amount of GBP 100,00/- (Ten Thousand Great Britain Pound 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 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

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of the liquidated damages does not release me from obligation under this non-disclosure agreement.

I hereby give my consent to Marquis Technologies Limited or third parties on behalf and under direct authority of Marquis Technologies Limited to process my personal data as deemed appropriate and necessary in the operations of Marquis Technologies Limited 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 guidelines and applicable legislation. I acknowledge that as a global company, Marquis Technologies Limited 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.

Place: London

Date: 01st October 2023

Signature:

Name: **Rohit Laxmikant Sawant**

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