



Date: 28/03/2023

Kavya Setava  
Address: 3-15-20,  
Navranguda,  
Venkatreddy Nagar,  
Ramanthapur,  
Hyderabad,  
500013.

Dear Kavya Setava,

Thank you for exploring career opportunities with **Automac Technologies LLP**. You have successfully completed our selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Junior Software Developer**. You will be a part of the application development and maintenance projects across any of the departments in **Automac Technologies**.

Your gross salary including all benefits (on a cost to company basis) will be Rs. 2,00,136/- per annum, as per the terms and conditions set out herein.

Kindly confirm your acceptance of this offer by signing the offer letter in the space provided at the end of the document and return a duplicate version of the letter. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn. Your offer is subject to a positive background check.

Please note that your name mentioned in the offer letter will be used to create your employee records in Automac Technologies & the same will be continued for all the communication & Company documentation purpose. In case you need a change in the name; please contact your recruiter before your DOJ. The name provided by you should match with the documents submitted to the Company at time of joining, such as Education certificates, Experience letters, Relieving letters, PAN card, Passport, etc.

**AUTOMAC TECHNOLOGIES LLP**

16-11-220/D/17, Moosarambagh, HYD, TS 500036  
[www.automactechnologies.in](http://www.automactechnologies.in)



## TERMS AND CONDITIONS

### 1. Training Period

You will be required to undergo on the job training in the first six months, during which period you will be appraised for satisfactory performance during/after which the company would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, Automac may terminate your traineeship forthwith.

However, Automac may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by company policy. Automac reserves the right to modify or amend the policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training period, you shall be deemed to have abandoned your traineeship without any further intimation/separate communication to you.

### 2. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### 3. Mobility

Automac reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### 4. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per Automac's company policy from time to time at its sole discretion.

### 5. Increments and Promotions.

Your performance and contribution to Automac Technologies will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on Automac's company policy. After your completion of Training Period and



upon permanent job confirmation given from Automac your salary will be incremented between 5% to 50% of your net payable salary based on your contribution to the company.

#### **6. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a confirmed employee of Automac, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of Automac Technologies.

#### **7. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with Automac Technologies you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of Automac and its clients which may be revealed to you by Automac or which may in the course of your engagement with Automac come your possession or knowledge unless specifically authorized to do so in writing by Automac. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 2.

#### **8. Work Space**

You may be required to work either from Automac offices/Automac Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by your supervisor. You are required to abide by the Policy and / or Guidelines issued by Automac from time to time while operating within this framework.

#### **9. Service Agreement**

As Automac will incur considerable expenditure on your training, you will be required to execute an agreement, to serve Automac Technologies for a minimum period of 1 year after joining. Service agreement duration of one year refers to continuous service of 12 months from date of joining Automac and excludes the duration of Leave without pay(LWP) and/or unauthorized absence, if any.

## 10. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

## 11. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 60 days notice in writing to Automac Technologies. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 60 days given by you under this clause. However, upon serving the notice under this clause, Automac may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by Automac Technologies by giving you 60 days notice or payment in lieu thereof. It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by Automac under this clause, unless you are otherwise relieved by Automac by giving you payment in lieu of notice.

Notwithstanding the aforesaid or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice), in the event of

- (i) fraudulent, dishonest or undisciplined conduct by you,
- (ii) you committing a breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property,
- (iii) your insubordination or failure to comply with the directions given to you by persons so authorized,
- (iv) your insolvency or conviction for any offense involving moral turpitude,
- (v) your breach of any terms or conditions of this Letter or the Company's policies or other documents or directions of the Company,
- (vi) you going on or abetting a strike in contravention of any law for the time being in force,
- (vii) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients or
- (viii) misconduct by you as provided under the labor laws and/or in the Company policies.

## **12. Retirement**

You will retire from the services of Automac Technologies on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

## **13. Employment of Non Indian Citizens**

In case you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

## **14. Background Check**

Your association with Automac Technologies will be subject to a background check in line with Automac company policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavorable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## **15. Submission of Documents**

Please note that you should submit the following photocopies upon accepting the offer letter at the time of joining.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate.
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 2 passport size photographs

## **16. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per Automac Company policy.

## **17. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices,



processes and procedures of Automac Technologies as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect.

#### **18. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle Automac Technologies to withdraw this offer letter anytime at its sole discretion.

#### **19. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the Automac Company Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in Automac.

(c) After you join Automac, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the Automac Company Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to Automac Technologies, e.g. background check, health insurance, counseling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.



### **Withdrawal of Offer**

If you fail to accept the offer from Automac Technologies within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of Automac Technologies Offer letter if you fail to join on the date provided in the Appointment letter, the offer will stand automatically terminated at the discretion of Automac Technologies.

We look forward to having you in our team

Yours Sincerely,

**For Automac Technologies LLP**

A handwritten signature in blue ink that reads "G. Vivek". The signature is fluid and cursive, with a horizontal line underlining the name.

**Gajam Vivek.**  
**Director, IoT Application Development,**  
**Automac Technologies.**

**Kavya Setava**

Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: Confidentiality and IP Terms

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**Gross Salary Sheet**

	Salary(Rs.)	15000
	Monthly(Rs.)	Per Annum(Rs.)
Net Payable Amount	15000	180000
Gross Salary	15914	190968
Basic Salary	6366	76392
Special allowance	5887	70644
DA	796	9552
HRA	2865	34380
EPF	764	9168
Professional Tax	150	1800
PF contribution by Company	764	9168
Cost To Company(CTC)	16678	200136



### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of Automac Technologies (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by Automac or the Associate in the course of or in connection with or arising out of the Associate's association with Automac Technologies. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of Automac relating to design, method of construction, manufacture, operation, specifications, use and services of the Automac equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of Automac Technologies).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to Automac if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with Automac or while in or in connection with or for the purposes of his/her association with Automac or any of the operations and entrusted by Automac to the Associate.

## **2. Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of Automac. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by Automac or to a person having a valid contract with or need under Automac, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to Automac all Confidential Information that he or she may then possess or have under his or her control.

## **3. Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to Automac and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of Automac all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with Automac, including in the course of provision of services to the Clients of Automac and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in Automac and agrees to transfer and assign to Automac any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of Automac, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by Automac to perfect the title of Automac in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by Automac, but Associate shall coordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

#### **4. Prior knowledge**

Associate acknowledges that prior to his or her appointment by Automac, he or she had no knowledge of the Confidential Information of Automac and that such Confidential Information is of a confidential and secret character and is vital to the continued success of Automac's business. Associate further acknowledges that he or she is associated with Automac in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of Automac in such Confidential Information, it is necessary for Automac to protect such Confidential Information by keeping it secret and confidential.

#### **5. Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with Automac and while working on the premises or facilities of Automac or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of Automac, use any third party material or intellectual property rights except those intellectual property rights provided by Automac or expressly authorized by Automac or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of Automac in force from time to time whether expressly endorsed or not.

#### **7. Workspace:**

Associates may be required to work in Automac offices or its Client premises or from home (remote working) as per the directions of the supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with Automac Company Policies/Protocols.

(c) will bring to the notice of HR of the Unit any circumstances that prevent Associate from working in a manner consistent with Automac data privacy and security policies/protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of Automac or Automac's client the Associate is assigned to, or if any other circumstances at home exist which implicates the Automac Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to Automac network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

## **8. Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of Automac that is or may be revealed to him or her by Automac or which may in the course of his or her employment with Automac come into his or her possession or knowledge unless specifically authorized to do so in writing by Automac.

## **9. No License**

Automac Technologies and Associate agree that no license under any patent or copyright now existing or hereafter obtained by Automac is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

## **10. Equitable Rights**

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature.

It is further acknowledged by Associate that the disclosure, distribution, dissemination and/ or release by Associate of the Confidential Information without the

prior written consent of Automac or any breach of this Agreement by Associate will cause Automac to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, Automac shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## **11. General**

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by Automac, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof.

Associate confirms that the fact that the arbitrator shall be a nominee of Automac shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with Automac and shall continue thereafter in perpetuity.