

Date: 19-Dec-2024

**Mr. Shivam Bhardwaj**  
**Koran Sarai, Kuransarae, Dumraon, Buxar, | Buxar| Bihar| India| 802126**

Dear Shivam,

**Subject: Appointment Letter for Employment as Intern**

Welcome to **AUTOMATIONEDGE TECHNOLOGIES PRIVATE LIMITED**

Pursuant to your application for employment with us, and the subsequent selection process, it gives us great pleasure to appoint you as Intern [Designation] with AUTOMATIONEDGE TECHNOLOGIES PRIVATE LIMITED (the "Company") at Pune] "Base Location".

Your employment with the Company shall be subject to the following terms and conditions:

**1. Remuneration**

- a) Your consolidated Annual Cost to the Company will be **Rs. 25,000/- Monthly (10% TDS Applicable) /-** as per details mentioned in the Offer Letter and as per attached Salary annexure. Your remuneration package is strictly confidential between you and the Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.
- b) In case of any change in the existing statute or introduction of new statute, the Company reserves a right to adjust the salary components within the then existing Annual Cost to the Company to ensure that the payments are made in compliance with such statutes.
- c) Company may from time to time, deduct any statutory deduction or withhold tax as may be required by applicable laws.

**2. Hours of Work**

- a) You will be required to work through Monday to Friday for nine (9) hours per day as per shift timing assigned. Further, depending on Training / Project/ work contingencies, work load and business requirements, at any given time you may be required to work outside these stated hours, including weekends.
- b) You may also be expected to travel to other locations and at times outside of your official working hours. You may at any time be called upon to perform other than your normal duties which in the opinion of the Company are within your capacity to discharge and you will forthwith undertake these duties with due care and diligence.
- c) Expenses for any work related / official national and international trips shall be reimbursed by the Company in accordance with the Company policy from time to time.

**3. Probation**

- a) You will be on probation for a period of NA from your actual date of joining. At the discretion of the Company, the probation period may be extended, if it is found that the services provided by you are interrupted or not satisfactory.

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- b) On successful completion of the probation period, if in the opinion of the Company, you are found suitable for the appointment post, your appointment will be confirmed and communicated to you in writing by the Company.
- c) During the probation period, the Company may terminate your employment without any notice and/or without stating any reason thereof.

#### **4. No Dual Employment:**

You shall devote your full time and attention to the performance of the duties incidental to your position with the Company. During your employment with the Company, you are refrained from taking up any other employment, consultancy or any other job (with or without remuneration), without the prior written consent of the Company.

#### **5. Annual Leave**

You will be entitled to a certain amount of paid leave which are governed by the relevant Company policy, as applicable from time to time.

#### **6. Mandatory Documents**

As a part of a joining formality, you shall be required to submit certified copies of your (a) age proof, (b) permanent and current address proofs, (c) passport, (d) academic certificates, (e) medical fitness certificate from a registered medical practitioner (f) relieving letter from the previous employers (if any) along with the proof of your last drawn salary, on or before your joining date. Any failure thereof entitles the Company to cancel and revoke your appointment hereunder.

You hereby declare that all the requisite documents/ credentials/ information submitted by you to us are correct and true to the best of your knowledge and belief. You agree and understand that should there be any discrepancy in the documents/ credentials/ information provided by you, we reserve our right to review and revoke your appointment with immediate effect, without any liability.

#### **7. Background Verification Report**

Upon your joining, the Company or Company's client may directly or through a third party, carry out a detailed background verification to validate the information and credentials submitted by you. The Company reserves the right to terminate your employment without notice, at any point during the course of employment, if the Background Verification Report is found incongruent with the information and credentials provided by you. Additionally, in such an eventuality, the Company shall require you to refund the salary /remuneration paid including employee benefits availed amongst any other benefits, till such date.

#### **8. Accountability**

- a) You shall perform any such duties diligently and faithfully as are incidental or implied and consistent with your relevant experience, training and qualifications or may be reasonably delegated as being in the best interest of the Company.
- b) You agree to use all tools provided by the Company for professional purposes only. Internet and email access are provided to you as business communication tools for appropriate internal and external business uses. Generation, transmission or storage of potentially offensive information is not allowed. You also agree to always act in the interest of the Company. Should you not respect this requirement of professional use, the Company will have a right to take disciplinary action which may lead up to and including termination of employment.

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- c) During the period of your employment, you shall be governed by all the applicable Company rules, regulations, policies, procedures, service agreement and, notices that are in force currently and that may come into force from time to time and they shall form basis of your employment and shall govern all matters whether specified herein or not, including on matters such as designation, working hours, emoluments and the structure thereof, etc. Company's decisions on all such matters will be final and binding on you. Any subsequent variations by the Company to any terms, conditions, rules or regulations generally governing the members of the Company's staff will prevail and be applicable to you. Violation of such policies could lead to disciplinary actions up to and including termination of employment.

#### **9. Non- Solicitation and Non-Competition:**

You agree that in consideration of your engagement with the Company, and other good and valuable consideration, the receipt of which is hereby acknowledged, during the term of the employment with the Company and for a period of two (2) years following the termination, you shall not, directly or indirectly, either as an individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function);

- a) own or operate a business in competition with the business of the Company.
- b) solicit employment with a competitor or with any existing/prospective client (in any manner whatsoever);
- c) solicit employment of or advise any other employee of the Company to terminate his contract or relationship with the Company or accept any contract (directly or indirectly) or other arrangement for providing services to any other person or organization; or,
- d) contact any of the existing or prospective clients of the Company, to entice such clients away from the Company or to damage in any way their business relationship with Company.

#### **10. Consent Regarding Personal Data**

- a) This clause relates to the Personal Data that you may be requested to provide in connection with your employment. Personal Data includes any information related to a natural person that is, in combination of other information or otherwise, is capable of identifying such person notably including financial information such as Bank account or credit card or debit card or other payment instrument details, physical, physiological and mental health condition, sexual orientation, medical records, history, group/individual photographs biometric information, any information or detail relating to previous employment details, educational qualifications and criminal record.
- b) You hereby understand and consent to Company, without any reservations, to (i) collect any of your Personal Data or other data from your last employer or through any internal or external agencies appointed for this purpose, (ii) use or process such data in connection with your employment with the Company or any matters arising from such employment, (iii) share such data with any outside agencies or third parties including Company's client for verification and validation of this information, processing in relation to employment or matters arising from such employment, or in compliance with the Company's contractual or statutory obligations and (iv) share or display your group/individual photographs on the Company website or any social media account of the Company, even after your separation from the Company.

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- c) You understand that you may withdraw the consent by informing in writing to Company's designated representative for this purpose. You also consent and accept that if such withdrawal of consent affects the purpose for which your Personal Data was sought, Company reserves the right to take steps as it deems appropriate. You understand that this consent is obtained by the Company to ensure compliance of The Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 and any successor laws regarding the subject.

## 11. Changes in Personal Details

Any change in your residential address, telephone numbers, marital status, and academic qualifications should be notified in writing to the Company. All communication will be addressed to you on the last address notified by you and it will be presumed that you have received such communication addressed to you.

## 12. Termination/Resignation

- a) **Resignation by Employee:** You may resign from your services by giving the Company a prior written notice of **3 Months** ("**Notice Period**") or payment of 50% of gross salary in lieu thereof at Management discretion. Any shortfall in the Notice Period shall be recovered from you. Notice Period clause will be applicable from Date of Joining. In case of resignation, the Company reserves the right to:
- relieve you earlier than the Notice Period;
  - extend your Notice Period for a satisfactory handover of charge and completing the pending assignments;
  - decide whether the Notice Period shall run concurrently with the period of any leave which may be granted to you;
  - direct you not to perform any of your duties and to remain away from the Company premises and/or not to contact clients or other employees of the Company for all or part of the Notice Period.
- b) **Termination by Company:** The Company may terminate your services for convenience by giving **3 Months** prior written notice ("**Notice Period**") or payment of 50% of gross salary in lieu thereof. Such termination does not amount to 'Retrenchment' under any law and does not entitle you to any severance pay.
- c) Notwithstanding anything contained above, your employment with the Company may be terminated without notice or without any salary in lieu thereof if, in the opinion of the Company, you, at any time:
- commit any serious or persistent breach of any of the terms and conditions of this Appointment letter or any of the provisions of the company policy or compliances other documents incorporated by reference in this document;
  - do or cause to be done any act, deed, matter or thing adverse to the Company's interests;
  - are guilty of any misconduct or neglect in the discharge of your duties or exercise of your powers hereunder or otherwise vested in you from time to time;
  - fail to or neglect in observing and complying fully with all resolutions, regulations, instructions and directions from time to time made or given to you by the Company;
  - if any information furnished by you or representation made by you is found to be incorrect or if any material information is detected by the Company to have been suppressed by you

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or any action on your part is found to be in contravention to the terms and conditions herein;

- vi. become of unsound mind;
- vii. are accused or convicted of any criminal offense; viii. absconding for more than Seven (7) days.
- ix. termination due to discrepancies in the background verification checks.

### **13. Effect of Termination**

Upon termination/resignation of your employment with the Company for any reason, you:

- a) Shall return any and all materials belonging to the Company promptly, and certify the same as returned to the Company if so required.
- b) Shall not make any statements (whether oral or written) or do anything which might damage the reputation of the Company or interfere with Company's relationship with its clients and customers.
- c) Agree that, without prejudice to Company's other rights and remedies, the Company shall be entitled to deduct from your emoluments, the amount of any claims which the Company may have against you either under the terms of your employment or otherwise.
- d) Understand that the Service cum Experience Certificate [Relieving Letter] will be issued only if you have served the entire Notice Period, as per fulfillment of service agreement clauses if applicable and completion of the exit & clearance formalities.

### **14. Retirement Age**

The age of retirement from the Company shall be on attainment of 58 years. For this purpose, the date of birth considered will be as per the certificate of proof of age submitted by you at the date of joining the Company. In case the last day of your employment falls on a non-working day, your last day of employment shall be the immediately preceding working day. The Company may extend your retirement age at its sole discretion after mutually discussing with you.

### **15. Indemnification**

You shall, at all times, indemnify and keep indemnified the Company against all sums whether by way of claims, demands, damages, costs, charges or expenses paid or incurred by the Company in or in connection with any action, claim proceedings or demand instituted or made against the Company caused or occasioned by your breach, failure, default or neglect of the terms hereof, or of any Company policies which are applicable to you.

### **16. Governing Laws and Arbitration**

This Appointment Letter shall be governed under the laws of India and subject to the exclusive jurisdiction of courts in [Pune]. Any dispute between you and the Company shall be settled by a sole arbitrator to be appointed by the Company, the place of arbitration shall be Pune and the language of arbitration shall be English.

### **17. Invention Assignment / IP – Intellectual Property and Confidentiality Agreement:**

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You shall also be required to execute a separate Invention Assignment / IP – Intellectual Property and, Confidentiality Agreement (NDA) with the Company. The terms and conditions of this NDA shall survive perpetually even after the termination of your employment.

## 18. Other terms and conditions

- a) **Severability:** The Company and you mutually agree that the provisions of this appointment letter are severable, and if any one provision is found to be invalid or unenforceable in whole or in part, the remainder of the agreement will remain valid and enforceable. The Company and you further agree that the court may modify any provision to make it valid and enforceable.
- b) **Successors And Assigns:** The Company will have the right to transfer and assign this agreement and all covenants and agreements herein will inure to the benefit of and be enforceable by such successors and assigns. This agreement is personal to you and you will not be entitled to transfer or assign it in whole or in part.
- c) **Miscellaneous:** Headings are for ease of reference only and do not affect the meaning of the agreement set out in this letter. Unless expressly indicated otherwise, references to monetary amounts are references to an amount expressed in the currency of India.
- d) This Appointment Letter contains the entire understanding between you and the Company concerning the subject matter hereof and is in addition to any and all prior and contemporaneous negotiations, correspondence, understandings and agreements, whether oral or written, respecting that subject matter.

Please return a signed copy of this Appointment Letter as a token of your acceptance of the terms and conditions mentioned above within **three (3) calendar** days, failing which this Appointment Letter stands cancelled.

All of us are excited about working with you and look forward to a mutually rewarding relationship.

Yours faithfully,

For **AUTOMATIONEDGE TECHNOLOGIES PRIVATE LIMITED**

**Authorized Signature**

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### ACCEPTANCE

I have read and understood all the terms and conditions contained in this Appointment Letter. It accurately reflects my understanding of the terms and conditions of my employment with the Company.

I understand and agree that any changes in the terms of employment described in this Appointment Letter must be set forth in a written document signed by a duly authorized officer of the Company.

Name: Shivam Bahrdwaj

Signature: Shivam Bahrdwaj

Place: Pune

Date: 26/12/2024

### Medical Fitness Undertaking

I **Mr. Shivam Bhardwaj** being an employee of AUTOMATIONEDGE TECHNOLOGIES PRIVATE LIMITED ("the Company ") do hereby submit and undertake as under:

1. I have joined the Company as **Intern** (designation), i.e. **19-Dec-2024** (Date of joining).
2. I am physically fit and there is no other medical condition and disability likely to prevent me from efficiently and timely performing my duties towards the Company during the term of my employment.
3. I shall furnish/ have furnished with the Company my Medical Certificate as issued by a registered medical practitioner certifying my medical fitness and good health, inclusive of my vision and hearing for, the purpose of providing services to the Company and the same are true and correct to my knowledge and belief.
4. I shall provide any requisite documents/information as may be required from time to time by the Company in relation to my medical health and fitness.
5. I hereby authorize and permit the Company to share the details relating to my health and wellness including my health records with the medical expert and health professionals for the purpose of evaluating my medical fitness.

Shivam Bhardwaj

Signature

(Employee/Intern/Contractor)

Date: **19-Dec-2024**

Place: **Pune**

### Invention Assignment / IP – Intellectual Property and Confidentiality Agreement

I **Mr. Shivam Bhardwaj** do hereby agree with **AUTOMATIONEDGE TECHNOLOGIES PRIVATE LIMITED** and all of its associate companies to abide by the following in consideration of the compensation paid to me by **AUTOMATIONEDGE TECHNOLOGIES PRIVATE LIMITED** for services, in any capacity, as an Employee, Associate, Intern, Part Time Employee or a Contractor.

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1. I shall disclose, fully and promptly, to **AUTOMATIONEDGE TECHNOLOGIES PRIVATE LIMITED**, all improvements and developments made or conceived, in whole or in part, by me during the term of my employment with **AUTOMATIONEDGE TECHNOLOGIES PRIVATE LIMITED** relating to products, processes, services or methods that may be of interest to **AUTOMATIONEDGE TECHNOLOGIES PRIVATE LIMITED** in its business. I agree that the same shall be deemed to be "work for hire". I hereby assign to the Company any rights thereto which by their nature vest in me.
2. I shall not disclose to anyone, directly or indirectly, except as my duties at **AUTOMATIONEDGE TECHNOLOGIES PRIVATE LIMITED** may require, during or subsequent to the term of my employment by **AUTOMATIONEDGE TECHNOLOGIES PRIVATE LIMITED**, any trade secret or confidential information regarding the business of **AUTOMATIONEDGE TECHNOLOGIES PRIVATE LIMITED** and or its **Partners**, Trade Secrets and Confidential information for this purpose shall include, but not be limited to, product information, process information, customer lists, company policies and procedures and financial information (including results, budgets and other financial plans and systems) not already available to the public. In the event my employment with **AUTOMATIONEDGE TECHNOLOGIES PRIVATE LIMITED** shall terminate, I agree to return to **AUTOMATIONEDGE TECHNOLOGIES PRIVATE LIMITED** all such trade secret and confidential information in my possession.
3. I am aware that **AUTOMATIONEDGE TECHNOLOGIES PRIVATE LIMITED** does not expect nor does it want me to disclose trade secrets or other confidential information of any of my former employers, and I acknowledge my responsibility not to disclose to **AUTOMATIONEDGE TECHNOLOGIES PRIVATE LIMITED** any information in the nature of a trade secret that would violate my legal obligation to others.
4. I shall not revoke, amend or modify this undertaking without the prior written consent of the Company.

Date: **19-Dec-2024**

Signature

Shivam Bhardwaj

Place: **Pune**

(Employee/Intern/Contractor)

Details agreed upon during HR interview closure for Appointment.

<b>Position finalized</b>	Intern
<b>Base Location</b>	Pune
<b>Internship Duration</b>	6 Months

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<b>CTC(annual)</b>	Rs. 25,000/- Monthly (10% TDS Applicable)
<b>Variable Percentage</b>	NA
<b>Take Home Max Upto</b>	Rs. 25,000/- Monthly (10% TDS Applicable)
<b>Final take home agreed upon as per CTC break up components</b>	Rs. 25,000/- Monthly (10% TDS Applicable)
<b>Agreement amount</b>	NA
<b>Agreement duration</b>	NA
<b>Notice period</b>	3 Months
<b>First raise in salary will be</b>	NA
<b>The second raise will be</b>	NA
<b>The Third and Subsequent raise will be</b>	NA

Signature  
Asst. Manager –HR

Signature:  
Employee: **Shivam Bhardwaj**

Shivam Bhardwaj

Signature  
Head - Talent Management/  
Asst. Manager – Recruitment/  
Sr. Manager - HR

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