

04 Jul, 2025

## **Subject: Offer of Employment("Offer")**

**Dear VIVEK ANIL CHOUDHARI,**

Congratulations on your selection at Go Digital Technology Consulting LLP ("GDTC" or "Company") – A fast growing Digital Technology Company! We are pleased to extend this offer to you to join our highly energetic and innovative team helping Fortune 500 companies modernize and transform their business.

Job Profile – **Engineer**  
Department – **Technology**  
Location – **Kalyani Nagar, Pune**

This offer and your employment with the Company are subject to satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after the effective start date of your employment and your compliance of all other terms and conditions mentioned in this Offer.

Your employment with the Company will be governed by GDTC's Terms of Employment. You are required to carefully read and understand these Terms of Employment and accept the same as a part of accepting this Offer. GDTC shall be entitled to make alterations to Company policies from time to time at its sole discretion (including altering the Terms of Employment). All such policy decisions of GDTC shall be binding on you and shall override this Agreement to that extent.

The Annexures to this Offer form an integral part of this Offer and are binding on you as a part of the Offer itself. Please note that you are required to submit a signed copy of this letter along with copies of the following, on the day of your joining:

- Annexure 1 – Compensation and Benefits details.
- Annexure 2 – Mandatory Documentation.
- Annexure 3 – Candidate declaration.
- Annexure 4 – Terms of Employment.

**Note:**

(i) Each page of this Offer along with the Annexures (including self-attested documents as per Annexure 2) must be signed and submitted/uploaded on or before the date of your joining or within the timelines as may be indicated by the Company. Non-compliance of this term shall result in termination of employment.

(ii) You are required to also send an accepted scanned copy of this Offer (including annexures, signed on each page) to [hr@godigitaltc.com](mailto:hr@godigitaltc.com)

**Acceptance and Commencement**

You have confirmed that you will be joining the Company on **25-07-2025**. To indicate your acceptance of this offer and Terms of Employment with GDTC, please confirm your acceptance/rejection by responding to the email containing the Offer and the Terms of Employment. If we do not receive your response before the expiration of **07 days (seven days)** from the date of this Offer, the terms of this Offer will be deemed to have been rejected by you, unless otherwise communicated by you to the Company in writing and the offer shall stand rescinded. Further, at the time of joining you are required to provide all documentation identified in Annexure 2 along with the signed copy of this offer letter and Terms of Employment.

Unless the Company changes your date of joining on its own accord, by accepting this Offer, you expressly agree that you will join on the aforementioned date. Please note that any request for change in date of joining must be sent to [hr@godigitaltc.com](mailto:hr@godigitaltc.com) at least **5 days prior** to your date of joining as mentioned above.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo mandatory drug/alcohol/substance test. This offer and your employment with GDTC are contingent upon you completing particular tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, GDTC may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government/regulatory body/authority exercising its jurisdiction and/or statutory power/authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the body/authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory/regulatory requirements/compliance.

You agree and understand that as an employee of the Company you shall be required to adhere to and comply with the policies/ regulations/ notifications/ mandates as may be rolled out/ announced/ mandated by governmental bodies/ regulatory bodies/ local/ other authorities from time to time; and you agree to comply with the same in a time sensitive manner, at all times during the course of your employment with GDTC. You also agree that in case any such policies/ regulations/ notifications/ mandates have an impact on your ability to either attend office/ render your services to GDTC in terms of this Offer read with Annexures hereto, GDTC may require compliance of such policies/ regulations/ notifications/ mandates by you within specified timelines (as may be notified by the Company) to enable smooth functioning of the Company.

**ACCEPTANCE OF APPOINTMENT TERMS AND CONDITIONS:**

I agree that I have read, understand, and accept this engagement from GDTC under the terms and conditions stated above.

Signature:

Date: 04-07-2025

Printed Name: VIVEK ANIL CHOUDHARI



## **ANNEXURE 1 - COMPENSATION & BENEFITS:**

(A) Annual <b>Fixed</b> CTC	[Refer Annexure 5 for CTC Breakdown]
(B) <b>Illustrative</b> Annual Variable Pay (Annual Variable Performance Profit Share- AVPPS) *	<b>Illustrative:</b> 0% to 8% of Annual Fixed CTC
(C=A+B) <b>Illustrative</b> Total Earnings Potential/CTC	[Refer Annexure 5 for CTC Breakdown]

Your Annual Fixed CTC will be structured in line with the relevant Company policy from time to time.

\*All eligible employees (as per Company policy) will be able to participate in the Annual Variable Performance Profit Share Program ("AVPPS"). Your indicative pay-out can range from **0% to 8%** of the prorated fixed pay in the financial year ("FY"), subject to the overall terms and conditions of the AVPPS, including but not limited to your performance/ achievements and the Company's performance. In addition to these two components, your AVPPS is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the AVPPS program guidelines.

The AVPPS will be paid out subject to you being on the rolls of the Company and not serving notice period on the date of disbursement of these payouts and will be prorated based on your tenure in GDTC and considering the period of leave without pay during the said FY.

Annual Fixed Compensation includes employer's contribution to Provident Fund, as applicable. Exemptions to PF if any, shall be as per the existing law. Please note that your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund.

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable laws.

### **Other Bonuses (Over and Above AVPPS):**

You may be eligible for Other Bonuses (including but not limited to Outperformance Bonus, Relocation Bonus, Retention Bonus), at the sole and absolute discretion of the Company, based on benefits accruing / recognitions accorded to the Company owing to your contributions/ and/or any other factors.

In the event of you choosing to leave the Company, or your services being terminated before the completion of the requisite tenure (applicable to such Bonus categories per Company policy), any such Bonus will be construed as debt due and shall payable by you and may be recoverable from you upon termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible and you shall remain liable to repay any Bonus amounts still due as repayable after such adjustment against final settlement.

### **Benefits:**

You will be eligible for the following benefits (included in your Annual Total Fixed CTC) as on the date of your joining. Please note this may vary in accordance with the prevailing Company policies from time to time.

- Medical Insurance for Self, spouse, parents and 2 dependent children.
- Personal Accident Coverage for Self
- Life Insurance Coverage for Self
- Gratuity as per The Payment of Gratuity Act, 1972.

The quantum of benefits (Sum Insured, etc.) is dependent on your Designation/Management Level in accordance with Company policies from time to time. All benefits are subject company policies, management decisions and discretions. The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary the benefits and modify the terms and conditions of the benefits applicable to you including Medical Insurance, Personal Accident Insurance, Term Life Insurance program.

## **ANNEXURE 2 – ONBOARDING DOCUMENTS & FORMALITIES:**

### **REQUIRED DOCUMENTATION**

- Two copies of your recent passport size photographs (mandatory to be submitted on day 1)
- Copy of PAN card (mandatory to be submitted on day 1)
- Signed hard copy of the offer letter (mandatory to be submitted on day 1)
- Signed hard copy of the Terms of Employment (mandatory to be submitted on day 1)
- Document/s containing start date and end date of the last two employers
- Copy of Degree/PG/Diploma (wherever applicable) certificates
- Copy of all semester mark sheets (last semester mandatory)
- Relieving Letters from previous employer
- Experience Certificate from 2 previous employers (if relieving letters not submitted)
- Passport copy, if available (if not please apply immediately)
- Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

## **ANNEXURE 3 – DECLARATION:**

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractual service relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis -à-vis any current/previous employer and any other employment or contractual service relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractual service relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into GDTC premises (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to GDTC, including any such documents or materials from my previous employer. To the extent I feel that my employment at GDTC would require me to bring any third-party documents or materials to GDTC I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractual service relationships. I agree and acknowledge that a breach of this provision shall entitle GDTC to terminate my services with immediate effect.

### **ACKNOWLEDGED AND AGREED:**

Name: VIVEK ANIL CHOUDHARI

Signature:



## **ANNEXURE 4 – TERMS OF EMPLOYEMENT:**

Your employment with Go Digital Technology Consulting LLP (“Company” or “GDTC”) will be governed by Company's policies, as modified, from time to time. The terms and conditions contained herein ("Terms of Employment") must be read in conjunction with the Offer and Company policies. Any policy infraction will amount to breach of your Terms of Employment and may lead to termination of your services. These Terms of Employment and policies shall be subject to modifications, from time to time, at the sole discretion of the Company.

### **1. Probation:**

- a. You shall be on probation for a period of one hundred and eighty (180) calendar days from the effective start date of your employment with the Company.
- b. GDTC reserves the right to either reduce or extend the probation period, by or for any such period as may be decided by GDTC, at its sole discretion, based on your performance and other factors as GDTC may deem fit including owing to changes in Company Policies.
- c. Notwithstanding anything contained herein, during your probation period, the Company may terminate your employment.
- d. If you desire to terminate your employment during the probation period, you shall provide the Company Thirty (30) calendar days prior written notice with reasons for such termination.

Note: Performance Improvement Plan (PIP) shall not be applicable during probation, unless the Company uses its discretion to put you on PIP during probation itself. As a rule, PIP shall be applicable only to confirmed employees for whom Key Responsibility Areas (“KRAs”) have been clearly set out.

### **2. Employee Screening:**

- a. You acknowledge and agree that the Company has offered you employment based on the specific information and records furnished by you or on your behalf. You will provide or arrange to provide any information and/or grant any consent or permission required by the Company and/or its agents from time to time to verify any such information and/or records and/or perform any background and/or reference checks.
- b. If, at any time, the Company believes, in its sole discretion, that there is a discrepancy or inaccuracy in or with respect to any information furnished by you or on your behalf, including any information, documents or certificates provided as a proof of your qualifications and experience, or if you fail to cooperate with the Company and/or its agents in conducting such verification and/or background and/or reference checks, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.
- c. You agree and acknowledge that the Company may, in its sole and absolute discretion, share with its clients/associates/partners or with any other entity that GDTC may engage with, in the conduct of its business, for which your services may be employed, any such information and/records furnished by you or on your behalf.
- d. In case you fail to comply with or cooperate in completion of the background verification/ screening process within 15 calendar days of joining, the Company shall be entitled to take necessary action including immediately terminate your employment, without pay or any further notice, unless the employee explains in writing the reasons for non-compliance thereof to the satisfaction of the Company. The decision of the Company in this regard shall be final.

### **3. Duties:**

- a. The roles, responsibilities and duties appropriate to your designation or your employment will be specified by the Company from time to time. The Company may at any time, in its sole discretion, upon notice to you, alter or otherwise modify these roles, responsibilities and duties. Further, at any time, you may be required to provide services, directly or indirectly, to the Company and its affiliates and their employees, contractors and clients.
- b. You agree and acknowledge that successful completion of some of these duties may require you to acquire new skills and learn new/keep yourself upgraded/updated with technologies/tools/software/etc. (“Skills”) and you undertake to learn such Skills in a time bound manner and employ the same to accomplish the requirements of the client/Company as needed.

#### 4. Hours of Work:

- a. A standard working day shall comprise of 10 hours including 9 hours work (irrespective of shifts) and a break of one hour.
- b. You may be required to work on a shift basis. Shifts may be scheduled across twenty-four (24) hours a day, seven (7) days a week and three hundred and sixty-five (365) days a year, subject to applicable laws. The Company may, at any time and in its sole discretion, change the shift timings upon notice to you.
- c. The Company may at any time, in its sole discretion, require you to work beyond nine (9) hours a day upon notice to you.
- d. Out of business requirement, you may be required to work out of our client's office/site within or outside India. During such a deployment you will be required to align your daily working hours and/or regular work week as per the client's working norms.
- e. The Company shall be entitled to and may track your in-out timing (multiple times a day) for monitoring productive working hours of employees via a biometric system installed in the office premises.
- f. To ensure that employees are logged in for the requisite number of hours every day, we may employ system-based software tracking and analyse real time data collated via the swipe in swipe out system.
- g. To the extent practicable and in the manner possible, this clause shall also apply to employees working remotely or those permitted to work from home or those on a roster/hybrid working model.

#### 5. Absconding Employees:

- a. If an employee remains absent without seeking necessary permission or remains absent or unheard of beyond the sanctioned leave accumulated by the employee for more than 3 calendar days, the said employee shall be termed as "Absconding".
- b. The Company shall assume that he/she has abandoned the service voluntarily and the period after three days shall be considered as leave without pay until the employee resumes his/her service and provides a valid explanation of his/her absence.
- c. The Company shall be entitled to terminate the employment of the said employee without any notice period, after the expiry of 7 calendar days from the date on which the employee was termed as Absconding.
- d. In case of recovery of the Company assets from the employee, the Company shall send a legal notice to the employee's current and permanent address to recover the same, once the employee has been termed as "Absconding".
- e. In case an employee is absconding, the Company shall be entitled to deduct the amount equivalent to the notice period of said employee from his full and final settlement and the Company may seek legal action against the employee for not serving the notice period and to recover the damages done during his/her employment for the project he/she was involved.

#### 6. Place of Employment:

- a. Your principal place of work shall be in the designated offices of GDTC. However, given the nature of your work and the requirement of GDTC, you may be required to work from locations other than designated offices of GDTC.
  - i. In case of work from home, you agree and undertake that you shall be available for online meetings/discussions as and when necessary, in the due course of your work. In case of work from home, you agree and undertake that you shall keep the Company informed of your location/place from which you are working at all times and ensure that such location/place from which you are working is a permitted geography/jurisdiction as per Company norms.
  - ii. In case of work from home, you shall always ensure that you have internet connection with connectivity/speed commensurate to conduct work in a seamless manner (50Mbps or Higher), along with alternate internet connection to ensure internet availability for Business Continuity at work. The Company may remunerate you with internet allowance as compensation for the same.
  - iii. In case of work from home, you agree and undertake that you shall come to the office as and when called upon by GDTC, if necessary.

- b. You acknowledge and agree that you may be assigned, transferred or deputed to offices, departments or units of the Company and/or its affiliates and/or their contractors and clients, whether in India or abroad. In the event of any such assignment, transfer or deputation, you may be required to consent to deputation or transfer.
- c. In the event of any assignment, transfer or deputation of your services, your salary and other benefits may be adjusted in accordance with the Company's policies with respect to such an assignment, transfer or deputation.
- d. In the event of relocation:
  - i. You are expected to join the deputed workplace within 1 week from your joining date.
  - ii. In case of an emergency and with approval from your manager, you are expected to complete the relocation arrangement and join the deputed workplace within 30 calendar days. In case of non-compliance with the above clause, GDTC reserves the right to rescind the Employment Offer with immediate effect OR withhold salary for the month.

## **7. Travel & Expenses:**

- a. You may be required to travel, whether in or around India or overseas, in connection with your employment with the Company upon short notice to you. While traveling for work, your expenses and costs in connection with such travel and any other expenses incurred by you during your employment will be reimbursed in accordance with the current travel and expense policy of the Company. You are expected to always keep your passport valid.
- b. Other expenses allowed will be reimbursed in accordance with the existing expense policy of the Company, subject to approvals

## **8. Salary & Benefits:**

- a. Your compensation will be reviewed on an annual basis (or other frequency basis, per Company policy) and your salary may be calibrated, depending upon various factors, including your performance during the preceding performance period.
- b. Notwithstanding the above, you acknowledge that it is the Company's policy to review the compensation payable to its employees for successive years and such compensation may be higher or lower than the compensation received for the prior period depending on various factors, including the overall performance of the Company.
- c. Unless otherwise provided by the Company, your salary shall be paid in monthly instalments and in arrears. The total amount issued will be your salary with deductions based on any statutory, standard, permissible or elected deductions or set-offs applicable to your employment.
- d. In addition to your salary, you may receive other benefits, as applicable under the Company's benefits or similar policies. The Company may, upon notice to you, at any time and in its sole discretion amend, suspend, vary and modify any of the terms and conditions of these benefits and/or policies. The compensation and/or benefits offered to you by the Company may be pro-rated depending on your effective start or effective termination date.
- e. Notwithstanding anything to the contrary contained in the Terms of Employment, GDTC reserves the right, in its sole discretion, to alter the Salary to comply with any applicable laws or to protect its interests or to revise the Salary based on performance, at its sole discretion.
- f. The salary and all compensation offered to you shall be always kept strictly confidential by you.

## **9. Statutory & Other Benefits:**

- a. The company will provide you with coverage under the disability, health and/or life insurance policies as may be available as per prevailing benefits policies of the Company. Filling nomination forms and completing related nomination formalities for various statutory and other benefits is mandatory for eligibility for the benefits. You agree to comply with the process and adhere to the timelines as communicated at the time of joining or anytime during your employment with the Company.
- b. Under applicable laws, you may be able to participate in schemes sponsored by the Government of India and any relevant state governments. On being covered under any of these schemes, the Company may, at any time and in its sole discretion, deduct from your salary, upon notice to you, a portion of any contributions payable by you under the schemes.

## 10. Leave Policy:

The Company's leave policy shall apply to your employment and may be modified by the Company at any time, in its sole discretion, upon notice to you. Leave is a benefit provided by the company to enable employees to take time off for leisure activities or for unexpected exigencies.

- Annual Leave Calendar in GDTC follows the Indian Financial Calendar, 1st April to 31st March
- All employees are entitled to every type of leave that is offered by GDTC, so as long as they fulfil the criteria for each type of leave. More details are provided under individual types of leaves. All applied leaves are subject to approval and GDTC has the final say in all matters pertaining to applied leaves.

## 11. Termination:

- a. Your employment shall terminate immediately:
  - i. When you reach the age of sixty (60) years
  - ii. Upon Company giving you ninety (90) calendar days' notice (Thirty (30) calendar days' notice, in case you are still under probation) of termination for any reason, with or without cause. GDTC may, in its sole discretion, terminate your employment immediately by paying your monthly gross salary in lieu of giving you such notice; and/or
  - iii. Upon the Company's notice to you, if you are in breach of any of the terms contained herein or any of the Company's policies. However, you may be given a cure period of 30 calendar days to remedy such breach and your employment shall immediately terminate in case you fail to cure such breach within thirty (30) calendar days of notice of such breach.
- b. Company may terminate your employment immediately, with or without notice, on the occurrence of the following:
  - i. Embezzlement, intoxication or illegal drug abuse, unauthorized absence in excess of the Company leave policy, unauthorized disclosure or misuse or attempted unauthorized disclosure or misuse of the Company's Confidential Information, gross insubordination, or receipt or attempted receipt of any impermissible rebate, kickback or other similar remuneration or consideration in connection with any potential or existing opportunity for the Company and its affiliates and their employees, contractors and clients;
  - ii. Engaging in misconduct (wilful, intentional or otherwise) during or in connection with the performance of your obligations hereunder or being arrested, charged or convicted in a criminal proceeding or similar proceeding that involves a matter which Company believes, in its sole discretion, may affect the performance of your obligations hereunder, may affect the Company and/or its affiliates and their employees, contractors and/or clients or may otherwise bring the Company and/or its affiliates and their employees, contractors and/or clients any disrepute, whether or not such matter is directly related to the affairs of the Company and/or its affiliates and their employees, contractors or clients; and/or
  - iii. Involvement in any act of moral turpitude, wilfully disobeyed a lawful/ reasonable directive of GDTC/its rules/regulations/Ethics & Code of Conduct at Work; habitually neglected his/her obligations; been found guilty of any other misconduct; Breached/violated the terms contained herein; been found medically unfit; submitted false particulars in his/her application or through the verification process contained at clause 9; indulged in any other activity which in the sole discretion of GDTC has prejudiced its work/business.
  - iv. Discussion of sensitive data with other employees including client data, data relating to one's compensation or any other information that the employee may be privy to and is of a confidential nature.
- c. You may, at any time, terminate your employment by giving the Company ninety (90) calendar days prior written notice (Thirty (30) calendar days' notice, in case you are still under probation). Upon you providing such notice, approval of any request for early release and/or any kind of waiver will be granted at the sole discretion of the Company and will be subject to terms and conditions of the Company, including and not limiting to the recovery in lieu of notice period not served.
- d. During the period when you are serving notice as stated above, the Company may, in its sole and absolute discretion hold/restrict payment of salary. The said salary will be paid to you as part of full and final settlement after the return of all Company assets and subject to completion of your duties in an acceptable form and manner.



## 12. Consequences of Termination:

- a. Upon termination or expiration of your employment, for any reason, or as otherwise requested by Company, you will return to the Company
  - i. Any property belonging to the Company, that is in your possession, custody or control, including but not limited to laptop computer, software, mobile phone, identity card, access card, other devices and credit cards, forex cards, or any other financial assets/ access codes that they may be privy to as a part of their employee benefits or may have been handed over to them for convenience/ease of managing day to day affairs, with details of any passwords or user ids therein;
  - ii. All Confidential Information and any Work Product, including any documents and information, and any other documents or any written or machine readable material relating to the business and affairs of the Company or third parties that you have obtained access to by virtue of your employment with the Company, of whatever description or in whatever form, tangible or intangible, in your possession, , custody or control together with copies, notes or summaries of such documents and your own working papers which are derived of or based on such documents or work product.
- b. After termination or expiration of your employment, you shall not make any representations to any third person, entity or corporation for or on behalf of the Company, including use of the name of the Company or the logo of the Company. You shall also inform all concerned parties, as well as update all your professional references or social media accounts, including but not limited to your LinkedIn and other social media profiles, to reflect that you are no longer associated with the Company in any capacity whatsoever.
- c. During your employment, and thereafter, you shall not make any adverse written or oral statement or take any action, directly or indirectly, which you know or reasonably should know to be disparaging or negative concerning the Company publicly (including on any form of social media) or otherwise, except as allowed or required by law. You shall also refrain from suggesting to anyone that any written or oral statements be made which you know or reasonably should know to be disparaging or negative concerning the Company, or from urging or influencing any person to make any such statement.
- d. Upon termination or expiration of your employment, for any reason, the Company shall terminate all employee benefits accruing to you and any amounts due or payable, to you by the Company shall be settled in full (subject to adjustment for amounts payable by you or any claims by the Company from you) and an acknowledgment of such settlement shall be recorded in writing.
- e. Upon termination or expiration of your employment, for any reason, Company shall be entitled to at its sole discretion, pursue any remedy available in law or in contract to ensure settlement of any amounts owed by you hereunder, including costs and expenses incurred towards your training.
- f. Any termination of employment or these Terms of Employment by the Company shall be without any further liability of the Company and its affiliates and their employees, contractors or clients to you or to your successors-in-interest or assigns.
- g. In cases of data theft, failure to return Company property and/or compromise of Company confidential information, failure to serve notice period as required, non-settlement of monetary dues by the employee or any other violation of these terms, the Company shall be entitled to, at its sole discretion, withhold the relieving letter, experience letter and all other documents regarding your employment hereunder.
- h. Additionally in case of theft, leakage of confidential information or any other violation of terms hereof, the Company may additionally require you to sign Affidavits acknowledging such theft/ leakage/violation along with Non- Disclosure Agreements undertaking that you will not further disclose or share the confidential information received through such theft or in your possession as a part of your role in the Company.
- i. Notwithstanding the above, based on the severity of the violation, the Company in its absolute discretion shall be entitled to pursue its legal remedies for the theft/violation. The employee shall be liable to indemnify the Company for any loss including any monetary loss that may be caused to the Company owing to the violation of these Terms by the employee.

### 13. Modes of Communication:

Other than general notices, which may be intimated by e-mail, general notice, announcement on the Company's web site, bulletin e-mail, bulletin boards and other similar postings, notices will be provided to you in person, by email or by post at the address given by you at the time of your employment or such other address as may be intimated by you to the management thereafter.

### 14. Confidentiality:

- a. You agree, as part of your employment hereunder, you will have access, directly or indirectly, to certain Confidential Information of the Company, its clients, affiliates and their employees, contractors and/or clients. You agree to maintain absolute and strict confidentiality of all such Confidential Information. At any time during the term of your employment, you agree to execute non-disclosure or similar agreements required by the Company, its clients, affiliates and their employees, contractors and/or clients with respect to such Confidential Information.
- b. The company's right under this clause is notwithstanding any other right available to the Company under these Terms of Employment or otherwise. "Confidential Information" means any proprietary or confidential information, work product (whether produced by you or other resources of the Company or provided to you by Company or on Company's and its affiliates' and their employees', contractors' and/or clients' behalf) designs, business information or plans, inventions, products, financial knowhow, client data, technical data, business strategies, trade secrets or know-how, in any media of Company, its affiliates and their employees, contractors and/or clients, and any other information concerning the business of the Company, its affiliates, or any of their dealings, transactions and affairs or any information concerning any of their suppliers, agents, distributors or customers which you possess, make or discover during your employment with the Company, whether oral or written or in electronic format, and whether marked as confidential or proprietary or not, including but not limited to, research, business plans, product plans, service offerings or services descriptions, projects or opportunities, proposals, Work Product or deliverables, computer programs and documentation, contractor, customer or client lists, software, developments, inventions, processes, formulas, technology, drawings, engineering plans, distribution and sales methods, sales and profit figures, finances, titles and descriptions of any patents or patent applications filed or which could be applied for in any country or jurisdiction, methodologies, training materials, personnel information and internal publications. Confidential Information shall not include information which is publicly available.
- c. During the term of your employment and thereafter, you shall:
  - i. hold the Confidential Information in the strictest confidence;
  - ii. not make known, communicate, share, provide access to, transfer, disclose, reproduce, distribute or use or attempt to use, reproduce, distribute or disclose, or otherwise make available, the Confidential Information, at any time, either during or after your employment with the Company, except as expressly permitted in writing by the Company and solely for the purpose of performing your assigned duties for the Company for which such Confidential Information was disclosed to you and you shall also use your best endeavours to prevent any other person from doing so;
  - iii. not disclose or divulge, share, provide access to, transfer or otherwise make available the Confidential Information to or for the benefit of any third person or entity, except to partners, employees or other authorized agents of the Company, to the extent you must do so to perform your assigned duties for the Company, without the prior written authorization of the Company and you shall also use your best endeavours to prevent any other person from disclosing or divulging such Confidential Information
  - iv. give prompt notice to Company of any actual or attempted unauthorized use or disclosure of the Confidential Information; and
  - v. return the Confidential Information, including any copies or reproductions, at Company's request or upon termination of your employment and you shall cease all use of any Confidential Information and GDTC Works (as defined in the next section), and you shall promptly, at Company's option, deliver to the Company or delete all originals and copies of any Confidential Information in any form or medium in your possession or control (including any of the foregoing stored or located in your office, home, laptop, tablet computer, smartphone, storage device or any other device that is not Company property or is not returned to Company) and shall notify and fully cooperate with the Company regarding the delivery or deletion of any other Confidential Information of which you are aware.

- d. Your obligations under this Section shall remain in effect and survive any termination or expiration of your employment or these Terms of Employment. Company shall be entitled to immediate injunctive relief, claim damages (liquidated or unliquidated) or similar relief and/or take disciplinary action (including but not limiting to termination) upon a potential, threatened or actual breach of this Section by you, including in the event where you take up or attempt to take up employment with or act or attempt to act as consultant or contractor to, any person, who may be a competitor of the Company, or take up or attempt to take up employment or contract with any person in a manner that may result in disclosure or misuse of Confidential Information. You agree that any threatened or actual breach of this Section by you is likely to cause the Company substantial and irrevocable damage that is difficult to measure and may not be remedied solely by damages, and if the Company chooses to enforce its right to obtain an injunction from a court restraining such a breach or threatened breach, or specific performance of the provisions of this Section, you hereby waive the adequacy of a remedy at law as a defence to such relief

## 15. Intellectual Property:

- a. You agree that any rights, title and interest whatsoever, including, but not limited to, patents, copyright, trade secret and design rights, mask rights, whether registerable or not, arising or Created (defined below) as a result of the development of and/or the application of any tangible or intangible work product or materials and/or have been Created (defined below) with the use of any equipment, supplies, facilities or other resources, trade secrets or other proprietary or Confidential Information of GDTC ("GDTC Works") produced by you during or as a consequence of your employment, whether alone or in conjunction with others and whether during normal working hours or not, including, but not limited to, software, databases, systems, applications, presentations, training materials, reports, results of research or development, textual works, content, artwork, graphics or audiovisual materials, any invention, design, discovery, improvement, computer program, documentation, or other material ("Work Product") which you conceive, discover, reduce to practice, design, develop, contribute to, improve, invent or create ("Create") during or in consequence of employment hereunder shall belong and shall be owned exclusively by the Company. You hereby convey ownership in such rights, title and interest to the Company and its affiliates upon inception or development.
- b. All Work Product shall constitute a work(s) made for hire under all Copyright acts and you shall promptly and fully disclose all Work Products Created by you that are relevant to or implicated by your work at the Company together with any information reasonably requested by the Company to determine whether the Work Product is GDTC Works. To the extent that any Work Product does not constitute a work made for hire under the foregoing laws, you hereby irrevocably assign, transfer and convey all worldwide right, title, and interest (including without limitation, patents, copyright, trade secret, trademarks, design rights, contract and licensing rights and other intellectual property rights and all rights, if any, under other laws) in such Work Product to Company and its affiliates. You shall have the burden of proving that any Work Product Created by you that is relevant to or implicated by your work at the Company are not GDTC Works. You retain no rights to use the Work Product and agree not to challenge the validity of Company's and its affiliates' ownership in the Work Product. You hereby forever waive all moral rights in the Work Product and any results or proceeds therefrom, even after expiration or termination of your employment hereunder. If you have any rights to the Work Product that cannot be assigned to GDTC or its affiliates, you hereby unconditionally and irrevocably waive the enforcement of such rights and all claims and causes of action of any kind against GDTC and its affiliates and their employees, contractors or clients with respect to such rights and grant to GDTC.
- c. On termination or expiration of your employment or these Terms of Employment, you will immediately deliver to Company all Work Product, including any parts or copies thereof completed, Created and/or prepared up through the date of termination and all copies thereof. You agree to, for no further consideration, either during or after the termination of employment hereunder maintain records, execute any documents and take any other actions reasonably requested by Company and its affiliates and their clients and contractors to achieve the objectives of this Section (including waiver of any such rights including authors' special rights under Section 57 of the Copyright Act 1957). You agree to maintain any records, execute any further documents and take any further actions requested by the Company to assist it in validating, effectuating, maintaining, protecting, enforcing, assigning, perfecting, recording, patenting or registering any GDTC Works or related intellectual property rights. In the event that Company is unable for any reason, after reasonable effort, to secure your signature on any document needed to perfect the title of Company and its affiliates, you hereby irrevocably designate and appoint Company and its duly authorized officers and agents as your agent and attorney in fact to act for and on your behalf to execute, file and verify such documents and to do all other lawfully permitted acts including in relation to any government authorities or agencies, with the same legal force and effect as if executed by you.



- d. "Prior Works" are Work Product that you have created prior to your employment with the Company. You agree that you will not incorporate any portion of any Prior Works into or use any Prior Works in any work you may undertake as part of your employment at the Company. If, notwithstanding the foregoing, you incorporate or use any Prior Works in any work as part of your employment at the Company, you hereby grant to the Company (and its designees) a perpetual, irrevocable, non-exclusive, royalty-free, worldwide, assignable, sublicensable (through multiple layers) license under all intellectual property and other rights (including patents, copyrights, trademarks and trade secrets) in any such Prior Works for all purposes in connection with Company's current and future business. If you own any Prior Works that are relevant or related to your work or employment duties at the Company, you have disclosed a description of such items on Exhibit A.
- e. You agree that you will not violate or attempt to violate the intellectual property rights, interests or title of any third party. You will not, while employed by the Company, use or disclose any proprietary information, intellectual property, Confidential Information or trade secrets of any former employers or other third parties and you will not store on any Company device or bring onto the premises of the Company any documents (regardless of the media on which those documents are contained) or any property belonging to your former employers or other third parties unless consented to in writing by the relevant employer and/or third party. You shall indemnify, hold harmless and (at Company's request) defend the Company and its partners, officers, directors, employees and other representatives from any breach (or claim that if true would be a breach) of the foregoing covenant. Your obligations under this Section shall remain in effect and survive any termination or expiration of your employment or these Terms of Employment. The company shall be entitled to immediate injunctive relief or claim damages (liquidated or un-liquidated) or similar relief and/or take disciplinary action (including but not limiting to termination) upon potential or actual breach of this Section by you. The company's right under this clause is notwithstanding any other right available to the Company under these Terms of Employment or otherwise.
- f. You shall comply with all relevant policies and guidelines of the Company regarding the protection of Confidential Information and intellectual property, including, without limitation, GDTC's Confidentiality Policy, Intellectual Property Policy and Open-Source Software Policy. You acknowledge that the Company may amend any such policies and guidelines from time to time, and that you remain at all times bound by their most current version. In the event that there is any conflict between the terms of any such policies and guidelines and the terms of these Terms of Employment, the latter will prevail.

## 16. Data Privacy Policy:

You shall comply with all Terms and conditions of GDTC's Data Privacy policy. You shall comply with all applicable laws, rules, and regulations relating to data privacy, including but not limited to the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011.

## 17. Post Termination / Restrictions:

- a. Non-Compete
  - i. During the term of your employment or these Terms of Employment, you will not, directly or indirectly, either alone or jointly with or as manager, agent, consultant or employee of any person, firm or Company, engage yourself in any activity or business which could result in direct or indirect competition with the business of the Company.
  - ii. After the term of your employment with the Company, you will not work with any clients of the Company/deal with the Company's clients for a period of 2 years on any basis whatsoever, directly or indirectly, either alone or jointly with or as manager, agent, consultant or employee of any person, firm or Company, engage yourself in any activity or business with the Company's client.
- b. Non-solicitation of Customers: Non-compliance with the "Non-solicitation of Customers" may lead to legal action. (at the discretion of the company)
  - i. For a period of two (2) years following the termination of your employment and your relationship with GDTC, you shall not, directly or indirectly, disclose to any person, firm or corporation the names or addresses of any of the customers or clients of GDTC or any other information pertaining to them. Neither shall you call on, solicit, take away, or attempt to call on, solicit, or take away any customer of GDTC on whom You have called or with whom You became acquainted during the term of your employment, as the direct or indirect result of your employment with GDTC.



- ii. You agree that you shall not during the Employment or for a period of two (2) years after the termination of your employment and your relationship with GDTC, either on your own account or on behalf of or in association with any other person or entity, in competition with the Company canvass, induce, solicit, approach or seek out or cause to be canvassed, induced, solicited, approached or sought out any Prospective Customer for orders or instructions in respect of any services provided or supplied by the Company.
- iii. Non-compliance with the "Non-solicitation of Customers" may lead to legal action. (at the discretion of the company).
- c. Non-solicitation of Employees:
  - i. During the term of your employment, and for a period of two (2) years immediately thereafter, you agree not to solicit any employee or independent contractor of GDTC on behalf of any other business enterprise, nor shall you induce any employee or independent contractor associated with GDTC to terminate or breach an employment, contractual or other relationship with GDTC.
  - ii. If any breach or violation of any of the terms of this clause occurs, you and the Company agree that damages alone may not compensate for such breach or violation and that injunctive relief is reasonable and essential to safeguard the interests of the Company or the Relevant Company and that an injunction in addition to any other remedy may accordingly be obtained by the Company. No waiver of any such breach or violation shall be implied from the forbearance or failure by the Company to take action in respect of such breach or violation.
  - iii. You fully understand the meaning and effect of the covenants given by you in this agreement and confirm that you acknowledge and accept that this clause is fair and reasonable in all the circumstances at the time this agreement was made.
  - iv. In case of non-compliance with the "Non -solicitation of Employees" clause, the Company reserves the right to pursue legal action. You understand and agree that the following restrictions are necessary and reasonable in scope and duration, in all circumstances, for the purpose of protecting the Company's business.

## 18. Warranties:

- a. You warrant that you will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party to.
- b. You warrant that you have satisfactorily completed all your obligations under any employment contract or other contract or agreement with Company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior the effective start date at the Company.
- c. You hereby represent and warrant that you shall not bring into GDTC premises (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to trade secrets) with yourself to GDTC, including any such documents or materials from your previous employer. To the extent you feel that your employment at GDTC would require you to bring any third- party documents or materials to GDTC you shall not bring any such documents or materials unless you have taken all permissions/approvals from the third parties before accepting the offer from GDTC. You further represent and warrant that you have not and will not inappropriately, or attempt to, use or disclose any confidential or proprietary information obtained from a third party or otherwise. You agree and acknowledge that a breach of this provision shall entitle GDTC to terminate your services with immediate effect.
- d. You warrant that you will comply with all of Company's policies and standards (including the Company's Code of Business Ethics and Conduct at Work) in effect from time to time and shall perform your services in a professional manner and in a manner consistent with the ethical and professional standards of Company or otherwise as applicable to the services provided by you hereunder.
- e. You warrant that you possess all the requisite certificates, licenses, permits, work visas, clearances to be able to lawfully and rightfully perform the services as required hereunder.

## 19. Indemnification:

You agree to indemnify the Company and its affiliates for any losses or damage sustained by the Company and its affiliates which is caused by or related to your breach of any of the provisions contained in these Terms of Employment.

## 20. Company Property:

- a. You will always maintain in good condition any property, possession of which has been entrusted to you by GDTC, for official use during your employment.
- b. You shall return all such property to GDTC prior to the end of your association with GDTC, failing which the cost of the same will be recovered from you by GDTC. Any dues payable by you on termination will be recovered from your final settlement to the extent possible and you shall remain liable to repay any Bonus amounts still due as repayable after such adjustment against final settlement.

## 21. Borrowing/ Accepting Gifts:

You will not borrow or accept any money, gift, reward or compensation for your personal gains or otherwise place yourself under pecuniary obligation to any person/client with whom you may be having official dealings.

## 22. General:

- a. These Terms of Employment and your employment is personal to you, and you cannot assign, subcontract or transfer your obligations hereunder to any other person or entity. GDTC may assign these Terms of Employment, in part or whole, upon notice to you. No delay or failure by GDTC to exercise any of its powers, rights or remedies under these Terms of Employment will operate as a waiver of such powers, rights or remedies. If any provision of these Terms of Employment is held by any competent authority to be invalid or unenforceable, the validity of the other provisions and the remainder of these Terms of Employment shall not be affected. You shall not make any announcement concerning Company and its affiliates and their employees, contractors or clients without Company's prior written consent and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of Company and its affiliates and their employees, contractors or clients. These Terms of Employment will be construed in accordance with and governed by the Laws of India. These Terms of Employment, together with the offer letter (and any attachments thereto), are the exclusive and entire agreement between the parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.
- b. GDTC shall be entitled to make declarations on Company policies and may alter them from time to time at its sole discretion (including altering the Terms of Employment). All such policy decisions of GDTC shall be binding on you and shall override this Agreement to that extent.
- c. In the event a government/statutory/judicial/quasi-judicial body/authority seeks information or in case GDTC is mandated by any law/governmental or regulatory circular/notification or otherwise to disclose any information, pertaining to any aspect of your employment, GDTC shall be entitled to provide such information to such body/authority without any notice to you.
- d. Notices may be given by you to GDTC at its registered office address. Notices may be given by GDTC to you at the address given by you in the official records or as informed to the Company later.
- e. You agree that all disputes arising in connection with your employment with GDTC shall be governed Indian laws and shall be subject to the exclusive jurisdiction of the courts at Mumbai. I have read, understood and agree to the terms and conditions as set forth in these Terms of Employment. My acceptance is as of the day and year written below

Name: VIVEKANILCHOUDHARI

Date: 04 Jul, 2025

Signature:

## **ANNEXURE 5 – CTC BREAKDOWN:**

EARNINGS	MONTHLY	YEARLY
Basic	41,659.17	4,99,910.00
HRA	20,829.58	2,49,955.00
Special Allowance	45,890.83	5,50,690.00
Internet Allowance	1,250.00	15,000.00
SUB-TOTAL (A)	1,09,629.58	13,15,555.00
BENEFITS AND CONTRIBUTIONS (PART - B)		
Insurance	2,083.33	25,000.00
PF - Employer	1,800.00	21,600.00
PF - Other Charges	150.00	1,800.00
Employee Gratuity contribution	2,003.75	24,045.00
SUB-TOTAL (B)	6,037.08	72,445.00
TOTAL (A + B)	INR 1,15,666.67	INR 13,88,000.00
BONUSES		AMOUNT
AVPPS		1,11,040.00
TOTAL BONUSES (C)		INR 1,11,040.00
Total (A + B+C)		INR 14,99,040.00

**Please note:** The AVVPS payout is indicative and depends on your performance, the Company's performance, and your individual chargeability. For complete details and information on other applicable bonus components please refer to Annexure 1.

### **Insurance Details:**

- Health Insurance (GMC) Medical Insurance:
  - 5,00,000 Base Policy covering Employee, either of 2 dependent parents or parents-in-law, spouse and 4 Children
- Personal Accident Insurance (GPA): 10,00,000
- Term Life Insurance (GTL)- Self: 25,00,000

### **Offer Acceptance:**



**ACCELERATE YOUR BUSINESS**

Name: VIVEK ANIL CHOUDHARI

Signature:



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Redbrick Office,  
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One World Centre, Senapati Bapat Marg,  
Lower Parel, Mumbai – 400013. Maharashtra

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