



Sprinklr India Private Limited
3rd Floor, East Wing, Building No. 3
Block B, 77 0 Town Centre
Off HAL Airport Road, Yamlur PO
Bangalore - 560 037

PRIVATE AND CONFIDENTIAL

07/01/2025
NISCHAY RATHOR
India - Karnataka - Bangalore

Dear NISCHAY,

We are pleased to offer you the position of Senior Lead Cloud Engineer with Sprinklr India Private Limited (the Company). The Company is a group company of Sprinklr, Inc. (USA) with a registered office in India - Karnataka - Bangalore, India and sets forth the terms and conditions of that employment.

Your appointment will be effective upon the signing of the employment contract and shall start on the first day of your employment.

Subject to successful background verification, we anticipate your start on 13/01/2025.

Place of work - You will be based in India - Karnataka - Bangalore. However, your services are transferable to any place in the country or abroad or to any of the company's associate or its subsidiary client location either for a temporary or permanent period in the future which may be required for the Company's business. You will report to such person as may be designated by the Company from time to time. Your work timings shall be at discretion of the organisation and in accordance with the laws of the land. Refusal to relocate, report to a designated employee, report for shift timings, could be regarded as Voluntary resignation for the purpose of this agreement and internal policies of the Company.

During the period of your employment, you shall devote your entire working time for or at the direction of the Company or its affiliates. You will not simultaneously take up any other work for remuneration (Part time or otherwise).

Salary/Compensation

Your initial salary will be ₹85,00,000.00 per year payable in cash in accordance with the Company's standard payroll schedule for salaried employees (currently once a month), subject to standard withholding and payroll taxes.



Sprinklr India Private Limited
3rd Floor, East Wing, Building No. 3
Block B, 77 0 Town Centre
Off HAL Airport Road, Yamlur PO
Bangalore - 560 037

Probation and Notice Period

You will be on probation for Six (6) months from the date of joining, which may be extended by the Company at its discretion. The Company reserves the right to terminate your services at any time during the probation period by giving 30 days' notice in writing or payment in lieu thereof. Your services at the end of the Probation period shall be treated as confirmed, unless specifically extended by the Company in writing. Post confirmation, either party may terminate this contract by giving 30 Day(s) Notice in writing. It is at the sole discretion of the Company to relieve you earlier than the 30 Day(s) notice period. This agreement shall constitute the full and complete agreement between you and the Company on your terms of Employment, which may be changed in an express written agreement signed by you and a duly authorized officer of the Company.

Your employment shall be "at will", meaning that either you or Company shall be entitled to terminate your Employment at any time. This agreement shall constitute the full and complete agreement between you and the Company on the "at will" nature of your Employment, which may be changed in an express written agreement signed by you and a duly authorized officer of the Company. As a Sprinklr India employee, you may resign from Sprinklr India with a written notice period of 30 Day(s). Sprinklr India however reserves the sole right to waive the notice period or a part thereof, or accept payment from you in lieu of such notice period. Similarly, Sprinklr India can terminate your services without assigning any reasons whatsoever by giving 30 Day(s)' notice in writing or in its sole discretion, by paying salary in lieu of the un-served notice period. Notwithstanding the provisions above, Sprinklr India reserves the right to immediately terminate your services without any notice or compensation in situations including termination for misconduct, Causing harm or damage to business or its personal directly or indirectly in any form, violation of the applicable policies, rules, ethical practices and employment terms of the Company.

Should you resign during the first year of your employment, the Company reserves the right to recover from you all expenses incurred with regard to any training and development, relocation, special education, upskilling (including certifications), subscriptions, memberships or any on the job training provided to you in the course of your employment with the Company. You may also become liable to pay damages on account of business, productivity losses, if you leave without serving a notice period during the first year of your employment (including but not limited to payment in lieu of notice), as well as those caused due to expenses incurred in seeking replacements and completing the unfinished work. The Company can also withhold issuance of the relieving letter till the acceptance of the resignation letter and/or completion of assigned tasks, settling of dues. Notice to terminate this contract will be accepted by the Company only when it is issued in a form wherein your identity is ascertainable (such as hard copy letter with original signatures, email from official email ID only). Notice of termination in electronic form where such identity cannot be ascertained such as SMS, social media posts/messages or personal email shall not be accepted as adequate notice of termination for the purposes of this agreement.

Company Stocks

Subject to approval by the Company's board of directors or its delegate, you will be entitled to receive 2,200 restricted stock units (the "Equity Award") under the Sprinklr, Inc. 2021 Equity Incentive Plan (the "Plan"). The Equity Award will be granted to you on the 15th of the month following your employment Start Date.

The vesting commencement date of your Equity Award will be on the first quarterly date (March 15, June 15, September 15, or December 15, each "Quarterly Date") following the month of your Start Date. Your Equity Award will vest over a four-year period as follows: the first 25% will vest one year from your vesting commencement date, and 1/16 will vest on each Quarterly Date thereafter, subject to your continuous employment with the Company through each vesting date.



Sprinklr India Private Limited
3rd Floor, East Wing, Building No. 3
Block B, 77 0 Town Centre
Off HAL Airport Road, Yamlur PO
Bangalore - 560 037

The Equity Award will be subject to the terms and conditions under the Plan, and the applicable restricted stock unit ("RSU") grant notice and award agreement, and the Company's policies in effect from time to time. Note that, while RSUs have an estimated value at the time of grant, the actual value will depend on the future performance of the Company's stock and the fair market value of your Equity Award upon vesting, which may be higher or lower than the value at grant.

Statutory Benefits

- **Provident Fund:** Statutory related payments like Provident Fund will be deducted from your salary, which would be governed by the relevant statutory laws as may be applicable from time to time.
- **Gratuity:** You will also be eligible for Gratuity upon successful completion of the employment of such period as prescribed in such Act from time to time. The maximum amount payable as Gratuity is capped as per the limits prescribed in the Act.

Statutory Compliance

Income-tax and Professional Tax will be deducted from your salary, as applicable.

Medical Insurance*

You and your dependents will be covered under the Company Mediclaim Policy of upto Rs. 5,00,000/- and Personal Accident Insurance upto Rs. 25,00,000/-.

*This cover/benefit may change based on the most recent policy, renewed annually by the Company.

Flexible Benefits

During your employment with the Company, you will be entitled to participate in all of our Customary employee benefit plans and programs, subject to eligibility requirements, enrollment criteria, and the other terms and conditions of such plans and programs. The Company reserves the right to change, amend or rescind its benefit plans and programs and alter employee contribution levels at its discretion.

Leave

You will be granted up to 18 paid vacation days per calendar year (prorated for the first calendar year, based upon your Start Date), which may be used in accordance with the terms of the Company's vacation policy in effect from time to time.

Background Check

You have represented to the Company that all the content of your resume, testimonials, references, application form, previous employment details and other information furnished by you are true and accurate. This offer of employment with the Company is contingent upon the satisfactory completion of reference and background checks that may be conducted on you. In the event the Company is not satisfied with the results of the background check conducted on you, the Company has all the rights to terminate your employment forthwith. Further, if any declaration given or information furnished by you to the Company proves to be false or misleading in any manner or you have willfully suppressed any material information, in such event, your employment will be terminated forthwith without any notice or compensation in lieu thereof and you will be liable for any damages which may have been caused to the Company directly or indirectly.



Sprinklr India Private Limited
3rd Floor, East Wing, Building No. 3
Block B, 77 0 Town Centre
Off HAL Airport Road, Yamlur PO
Bangalore - 560 037

Company Equipment

You acknowledge that Sprinklr will issue you a Company-owned laptop in order to perform your job duties. You agree to review and to ensure your use of Sprinklr equipment is in keeping with Sprinklr's Acceptable Use Standard. You understand it is your responsibility to return all Sprinklr property to the Company upon termination, and that you may be held financially responsible for failure to return Company equipment to the extent

Re-designation

The Company reserves the right to re-designate you and allocate suitable responsibilities based on the business requirement and Company vision. You will be expected to undertake all the responsibilities that may be assigned to you by the Company at any time. The Company is not bound to give any reason thereof to you.

Travel

You may be required to undertake travel for Company's work, and you will be reimbursed expenses incurred on account of such travel as per the Company's guidelines.

Transfer of Employment

You agree and acknowledge that your employment can be transferred to any other Sprinklr company, affiliates or a joint venture company currently existing or which may get incorporated in the future whether in India or abroad.

The terms & conditions, policies of such Sprinklr entity, joint venture and laws of the land of the new location of employment are applicable from time to time.

Retirement

Upon expiry of the period of probation, this contract shall expire automatically when you attain retirement age. The normal age of retirement is 60 years.

Termination

Your employment may be terminated forthwith by the Company by providing a reason, but without prior notice or payment in lieu thereof, if, in the opinion of the Company, you, at any time:

- commit any serious or persistent breach of any of the provisions of this appointment letter or any internal rules and regulations of the Company;
- do or cause to be done any act, deed, matter or thing otherwise than in the interest of the Company or its affiliates or carry out any illegal act (as per applicable laws) on the Company/client premises or whilst travelling for work or during any Company sponsored event;
- breach of the Sprinklr Code of Conduct;
- are guilty of any misconduct or neglect in the discharge of your duties or exercise of your powers hereunder or otherwise to or 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 or its affiliates;
- become bankrupt or make any arrangement or composition with your creditors;
- become of unsound mind;
- are convicted of any criminal offense;
- become incapacitated or prevented by illness, accident or any other circumstance from discharging in full your duties.



Sprinklr India Private Limited
3rd Floor, East Wing, Building No. 3
Block B, 77 0 Town Centre
Off HAL Airport Road, Yamlur PO
Bangalore - 560 037

You agree that the above list is merely an indicative list of activities that could result in termination of your employment, without notice or payment in lieu thereof. Upon termination of your employment for the above said reasons, you shall not be entitled to any compensation from all offices held by you in the Company and any of its subsidiaries and associates other than contractual and statutory dues, calculated up to the last date of employment, except in cases whether statutory deductions are permissible for the act of misconduct carried out by the employee, and you shall forthwith quit, hand over and deliver to the Company or to any person nominated by us for this purpose, use, occupation, control and vacant possession of any of the assets or other movable and immovable property of or belonging to the Company, including, without limitation, the laptop, computer, memoranda, correspondence, notes, records, reports, sketches, plans, letterheads, visiting cards or other documents and any copies or reproduction thereof in any medium whatsoever, and all other Confidential Information (pertaining to the Company or its business) whether or not the property was originally supplied to him/ her by the Company; in the event of your failure to do so:

- a) You hereby irrevocably nominate, constitute, appoint and authorize the Company to appoint any person in your name and on your behalf to execute any deeds, document and writings and to do all acts, deeds, matters and things required to give effect thereto; and
- b) Without prejudice to any other right available under law, the Company reserves the right to make reasonable deductions from you and retain any and all amounts due to you including salary, remuneration and compensation and to adjust and deduct there from, any or all amounts due to recoverable from or payable by you to the Company or in case of failure to return all the Company property in your possession, or return it in a damaged state, other than due to normal wear and tear.

Compliance with Company Policies

You agree at all times to act in a professional and courteous manner and comply with all of the Company's policies, conditions, and workplace guidelines in force from time to time. You are also required to complete all the mandatory training notified to you in any mode of communication. The following are the list of policies which are inclusive, and not limited to be adhered to the time while being on employment with Sprinklr.

- Global Employee Handbook
- Code of Conduct
- Anti-Harassment Policy
- Prevention of Sexual Harassment Policy
- Travel & Expense Policy
- IT Policy
- Variable Compensation Terms & Conditions and applicable Commission Plan

Code of Conduct

Your employment is also governed by the Sprinklr 'Code of Conduct'. A copy of the 'Code of Conduct' document, which forms part of this offer letter, is attached. This offer is conditional upon your endorsing the 'Code of Conduct' document, indicating acceptance to be governed by the terms as laid out and any subsequent changes, during and after your tenure with our Company. You may be required to annually share your acceptance via digital mode. Failure to do so timely, may be treated as non-compliance to the Company Code of conduct.

You will work for Sprinklr India or its affiliate and adhere to such code of conduct framed by Sprinklr India, in this regards Sprinklr India or its affiliate reserves the right to terminate your employment without any reason or notice on receiving any information on your violation of the code of conduct.



Sprinklr India Private Limited
3rd Floor, East Wing, Building No. 3
Block B, 77 0 Town Centre
Off HAL Airport Road, Yamlur PO
Bangalore - 560 037

Further you agree to abide by all the Company rules, regulations, instructions, policies, practices, and procedures which the Company may amend from time to time and to indemnify the Company for any loss suffered as a consequence of a breach by you of the Company rules, regulations, instructions, policies, practices and procedures.

Confidentiality

By executing this letter below, you agree that during the course of your employment and thereafter that you shall not use or disclose, in whole or in part, any of the Company's or its clients' trade secrets, confidential and proprietary information, including client lists and information, to any person, firm, corporation, or other entity for any reason or purpose whatsoever other than in the course of your employment with the Company or with the prior written permission of the Company's Chief Executive Officer. You also will be required to execute the Company's Non-Disclosure and Invention Assignment Agreement annexed to this letter (the "NDA"), the terms of which are in addition to the terms of this offer letter. By executing this letter below, you represent and warrant to the Company that you have no agreement with, or duty to, any previous employer or other person or entity that would prohibit, prevent, inhibit, limit, or conflict with the performance of your duties to the Company.



Sprinklr India Private Limited
3rd Floor, East Wing, Building No. 3
Block B, 77 0 Town Centre
Off HAL Airport Road, Yamlur PO
Bangalore - 560 037

We are excited about you joining the Sprinklr family!

Kindly sign your name at the end of this letter to signify your understanding and acceptance of these terms and to confirm that no one at the Company has made any other representation to you.

Here's to an amazing journey together!

On behalf of Sprinklr India (Pvt) Ltd.

Sincerely,

Signed by:
Diane Adams
4d3ba57f-5282-4b2...

Diane K. Adams
Chief Culture & Talent Officer
07/01/2025

Agreed to and Accepted by:

Signed by:
NISCHAY RATHOR
95CB1301339542B...

NISCHAY RATHOR
Date: January 7, 2025



Sprinklr India Private Limited
 3rd Floor, East Wing, Building No. 3
 Block B, 77 0 Town Centre
 Off HAL Airport Road, Yamlur PO
 Bangalore - 560 037

Annexure "A"
 Compensation Breakup

SPRINKLR INDIA PRIVATE LIMITED		
CTC BREAK-UP		
	CTC - Per Annum - Fixed Component	₹85,00,000.00
1	Basic (Annual)	₹25,00,000.00
2	Dearness Allowance (Annual)	₹12,50,000.00
3	HRA (Annual)	₹15,00,000.00
4	Mobile and Internet Allowance (Annual)	₹24,000.00
5	Leave Travel Allowance (Annual)	₹30,000.00
6	Food Vouchers (Annual)	₹31,200.00
7	Fuel Reimbursement (Annual)	₹36,000.00
8	Special Allowances (Annual)	₹31,07,200.00
9	Employers Contribution to PF (Annual)	₹21,600.00



Sprinklr India Private Limited
3rd Floor, East Wing, Building No. 3
Block B, 77 0 Town Centre
Off HAL Airport Road, Yamlur PO
Bangalore - 560 037

Annexure "B"

List of documents to be submitted on the date of joining Sprinklr India
Please bring along the originals for verification

S.No.	Description
1	All education certificates and mark sheets (X, XII, Graduation / PG/ Diploma as applicable)
2	Relieving letter from most recent employer or acceptance of resignation from most recent employer (to be followed within 30 days by original relieving letter)
3	Copy of a valid photo ID (eg PAN Card, Driving License, Passport)
4	Four passport size photographs
5	PAN Card
6	Other documents as indicated