

11/02/2022

Hajimalung Baba,
Hyderabad

Dear Hajimalung:

Gainsight Software Pvt Ltd (the "Company") is pleased to offer you employment on the following terms:

1. **Position.** Your initial title will be **Senior Software Engineer - UI**, and you will initially report to the company's Engineering Manager. This is a full-time position based out of our office in Hyderabad. While you render services to the Company, you will not engage in any other employment, consulting or other business activity (whether full-time or part-time) that would create a conflict of interest with the Company. By signing this letter agreement, you confirm to the Company that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties for the Company.
2. **Cash Compensation.** The Company will pay you a starting gross salary (cost to Company basis) at the rate of **₹18,00,000** payable in accordance with the Company's standard payroll schedule. This salary will be subject to adjustment pursuant to the Company's employee compensation policies in effect from time to time.
3. **Employee Benefits.** As a regular employee of the Company, you will be eligible to participate in a number of Company-sponsored benefits. In addition, you will be entitled to paid vacation in accordance with the Company's vacation policy, as in effect from time to time.
4. **Accelerator Bonus Plan:** Upon completion of 1 year of continuous service and subject to the approval of the Management, you may be included in the Accelerator Bonus Plan. The accelerator bonus plan is a role and level-based performance bonus plan that aims to reward top talent over and above their CTC. The covenants of the plan are delineated in the policy document that will be shared separately with you at the time of your enlisting.
5. **Retention Bonus.** We are also pleased to offer you a Retention-bonus of **₹1,00,000**. The payout of the Retention bonus will be done on completion of 1 year of continuous employment with Gainsight.
6. **Work from Home Grant:** We are pleased to let you know that Gainsight will process a one-time work-from-home grant of **₹25000** in the first-month payroll, to aid you in setting up your workstation at home.
7. **Recovery Clause of Work from Home Grant:** The company shall be entitled to recover the work from home grant paid to you in the event of your resignation from services of the company within 6 months of the date of employment.
8. **Proprietary Information and Inventions Agreement.** Like all Company employees, you will be required, as a condition of your employment with the Company, to sign the Company's standard Proprietary Information and Inventions Agreement.
9. **Employment Relationship.** Employment with the Company is for no specific period of time. Your employment with the Company will be "at will and is not for a specified term. The Company or you can terminate employment by giving written notice or salary in lieu of 60 days. You will be on Probation for three months. However, in the event of gross misconduct or breach of the terms and conditions, the Company is entitled to terminate your employment with immediate effect. In case if your BGV (BackGround Verification) found to be Negative, you can be asked to tender your resignation from your services.

We hope that you will accept our offer to join the Company. You may indicate your agreement with these terms and accept this offer by signing and dating both the enclosed duplicate original of this letter agreement



and the enclosed Proprietary Information and Inventions Agreement and returning them to me. This offer, if not accepted, will expire at the close of business on **12-Feb-2022**. Your employment is also contingent upon your starting work with the Company on or before **16-May-2022**.

Very truly yours,

For Gainsight Software Pvt Ltd

Harika Velaga

Name: Harika Velaga

Title: Senior Director – Teammate Success

I have read and accept this employment offer:

Signature

Dated:

Agreed Upon Start Date: _____

Salary Breakup:

Name: Hajimalung Baba		
Title: Senior Software Engineer - UI		
	Monthly	Annual
(A) Fixed Base Components		
Basic Salary	₹60,000.00	₹720,000.00
House Rent Allowance	₹30,000.00	₹360,000.00
Other Special Allowances	₹47,100.00	₹565,200.00
Total of (A)	₹137,100.00	₹1,645,200.00
(B) Reimbursement / Tax Exempt Components (Flexible)		
Communication (Telephone & Internet)	₹2,000.00	₹24,000.00
Health & Wellness	₹3,000.00	₹36,000.00
Leave Travel Allowance	₹5,000.00	₹60,000.00
Meal Vouchers (Zeta Card)	₹1,100.00	₹13,200.00
Total of (B)	₹11,100.00	₹133,200.00
Gross Salary (A) + (B)	₹148,200.00	₹1,778,400.00
Total Cash Component - (A) + (B)	₹148,200.00	₹1,778,400.00
(C) Retirals		
Employer's Contribution to PF	₹1,800.00	₹21,600.00
Cost to Company - (A) + (B) + (C)	₹150,000.00	₹1,800,000.00
(D) Benefits		
Personal Development Assistance	--	₹15,000.00
Annual Health Checkup/Vision and Dental Care	--	₹20,000.00

Statutory Benefits:

1. Gratuity will be payable as per the Gratuity Act, i.e., 15 days basic salary for every year of completed service and serving the company continuously for a minimum of 5 years
2. Employee Provident Fund Benefits as mentioned in this Compensation Structure
3. Employee contribution towards PF will be deducted as per statutory norms

Insurance:



1. You and your family will be covered under the Employee Group Insurance plan with a benefit of up to ₹5,00,000 per annum in case of hospitalization. The plan includes Personal Accident Insurance benefit up to 2 times of your CTC, subject to a minimum of ₹20,00,000 and a maximum of ₹1,00,00,000.
2. Additionally, we also provide Dental and Vision care for you and your family, up to ₹20,000 annually routed through an Insurance advisor.
3. The family includes you, your spouse, up to 2 children, and dependent parents/parents-in-law. In the case of parents/parents-in-law, the coverage is on a co-pay basis at the time of claim on an 80:20 ratio (80% of the expenses will be borne by the insurance provider and 20% of the expenses will be borne by the employee).

Personal Development Assistance:

All teammates are eligible to avail up to ₹15000.00 per annum towards Personal Development

Notes:

1. Appropriate TDS will be deducted after consideration of all Tax-free allowances and investments
2. All reimbursement components are exempt from taxes if claimed as expense reimbursements by submitting valid proof of expenditure as per Company guidelines. It is mandatory to submit bills to claim the reimbursement components. If you do not submit bills, the amount will be held back and will only be paid at the end of the financial year after deduction of applicable taxes. If you choose not to opt for any or all the reimbursement components, the amount will be added to your special allowances and paid out on a monthly basis after deduction of applicable taxes.
3. Telephone and Internet expenses are clubbed under one component - Communication with the limit of ₹2000 per month collectively for both Post-Paid Mobile and Postpaid BroadBand Internet per Month
4. Health & Wellness (Gym / Fitness Club subscription) expenses can be claimed as reimbursement up to a maximum of ₹3000 per month supported by proper bills.
5. Tax is exempt on LTA claims twice in a block of 4 years. Tax exemption will be as per Income Tax guidelines.
6. PF contribution can be increased from the minimum of ₹1,800 to 12% of one's basic. You may make that choice depending on Take Home Vs. Taxes.
7. Investment declaration to be forwarded to Finance / HR for calculation of your applicable TDS