



**Rahul Shrivastava**  
**India**

Dear **Rahul**,

We are pleased to offer you a position of **"Staff Engineer"** with ThoughtSpot India Private Limited (hereinafter referred as **"ThoughtSpot"** or **"Company"**). This offer of employment is for a regular, full-time position working from the Company's office.

Please note that the terms of employment detailed in this offer letter and its annexures are confidential. These contents should not be disclosed to third parties without prior approval from the Company.

### **1. Compensation**

- a. **Salary/Benefits:** Your annual gross salary will be **INR 8,000,000.00**. Break-up of salary is attached in **Annexure - A**. During the term of your employment, you will be eligible to participate in all of the Company's employee benefits. This includes comprehensive Medical and Personal Accident Insurance cover and Paid-Time Off as per Company's Leave Policy. In addition, you will be entitled to compensation from the Company as set out in **Annexure - E**.
- b. **Sign on Bonus:** You will be paid a sign on bonus of **INR 200,000.00** upon joining. The joining bonus will be paid along with your first month payroll. However, in the event of you terminating the employment with the Company within 12 months from your start date, are obliged to refund the bonus amount to the Company. The Company shall deduct the same from your final settlement.

### **2. Terms and Conditions of Employment**

Your employment with us will be governed by the specific terms and conditions referred to in **Annexure - B**.

### **3. Commencement of Employment & Probationary Period**

You are required to commence employment on or before **June 22, 2023**. This offer is not valid beyond the said date unless the date is extended by the Company and communicated to you in writing.

The first six (6) calendar months of your employment shall be a probationary period during which your performance and suitability for continued employment will be monitored. During the probationary period, the Company may terminate your employment at any time with one (1) week's advance notice or pay in lieu of basic salary thereof

### **4. Document Submission Requirements**

You are requested to report on your date of commencement of employment (as mentioned in clause 3 above) to complete the joining formalities. At the time of joining, you are requested to submit the documents as per **Annexure - C**.

### **5. Employment Invention Assignment Agreement**

You will be required to execute and be bound by an Employee Invention Assignment and Confidentiality Agreement given to you as in **Annexure - D** (hereinafter referred to as the **"Agreement"**). The Agreement shall coexist with this offer letter.



## 6. Work Permit and Background Check

Notwithstanding anything stated herein, the parties hereto agree and acknowledge that offer of employment made under this offer letter is subject to the following conditions:

- a. You are able to provide evidence of your right to work and remain in India in accordance with applicable law or you will be issued the relevant work visa or work permits;
- b. Completion by the Company of your background checks including credit, education, and employment reference and the verification of your personal information, each to the satisfaction of the Company.

You consent to the abovementioned background screening, either by the Company or through a third-party provider and give consent to the Company or such third-party provider to contact any person in the course of completion of such background checks and verifications.

If any declaration given or information or document furnished by you is not satisfactory or is found to be false, or if you have willfully suppressed any material information, your employment will be forthwith terminated by the Company without any notice of termination or notice pay in lieu thereof or any compensation whatsoever to you.

## 7. Posting/Place of Work

Your normal place of work shall be at **India - Bangalore**. ThoughtSpot may, from time to time, transfer you either temporarily or permanently to any other location of the Company or the Group Companies outside India. In such circumstances of transfer, the remuneration payable to you shall be suitably revised in accordance with the Company's Policies, as applicable from time to time.

## 8. Entire Agreement

Upon its acceptance by you, this offer letter (together with the agreements and annexures referred to herein) will constitute the entire understanding between you and the Company and supersede any prior agreements, representations or promises of any kind, whether written, oral, express or implied between you and the Company with respect to the subject matters herein. This offer letter (together with the agreements and annexures referred to herein) may not be modified or amended except by a written agreement, signed by the Company and by you. In case any clause or term of this offer letter is found to be unenforceable or illegal by a court of competent jurisdiction, the remaining clauses of this offer letter will be held to be enforceable and read as if such clause or term did not exist. The Company and you will, in good faith, negotiate and agree upon a replacement clause or term which will be as close as permissible in law to such illegal or unenforceable clause or term.

To indicate your acceptance and agreement with all terms and your acceptance of this offer letter, please sign the duplicate copy of the offer letter on all sheets at the bottom on the right corner and return the same to ThoughtSpot. Also, please provide the date you will commence employment with ThoughtSpot. Once you accept this offer letter and join the Company, this offer letter will serve as your employment agreement with the Company.

DS  
RS



We welcome you to ThoughtSpot and look forward to a mutually rewarding association.

For **ThoughtSpot India Private Limited**

DocuSigned by:

*Pam Holmberg*

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**Pam Holmberg**

**Vice President, People**

### Acceptance of Offer

I have read and accept this offer of employment.

DocuSigned by:

*Rahul Shrivastava*

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June 17, 2023 | 02:48 PDT

**June 22, 2023**

Signature **Rahul Shrivastava**

Today's Date

Start Date

This offer of employment will terminate if it is not accepted, signed and returned by **June 19, 2023**.



## ANNEXURE - B

### TERMS AND CONDITIONS OF EMPLOYMENT

#### 1. Term of Employment

Subject to Clause 3 below, the term of your employment with ThoughtSpot is intended to be for indefinite period, subject to termination pursuant to the terms of this **Annexure B** and the requirements of applicable Indian laws.

#### 2. Outside activities

This position is for a full-time employment with ThoughtSpot and you shall exclusively devote yourself to the business of the Company. You shall not take on any other work for remuneration (part-time or otherwise) or work in an advisory capacity or be interested directly or indirectly (except as shareholders or debenture holders) in any other trade or business, during your term of employment with ThoughtSpot, without written permission from ThoughtSpot.

#### 3. Termination

- a) During the term of your employment, should you desire to leave the services of ThoughtSpot, you shall be required to give 30 (thirty) days 'notice or salary in lieu thereof. The Company may, at its discretion, relieve you before the expiry of notice period without compensating for the remaining notice period.
- b) ThoughtSpot will be entitled to terminate your employment without cause at any time by giving you 30 (thirty) days 'notice or salary in lieu thereof.
- c) Notwithstanding anything mentioned in this **Annexure B**, ThoughtSpot may terminate your employment, with immediate effect, without notice or salary in lieu of notice, in the event of your misconduct, including but not limited to, fraudulent, dishonest or undisciplined conduct of, or breach of integrity, or embezzlement, or misappropriation or misuse by you of ThoughtSpot's property, or insubordination or failure to comply with the directions given to you by persons so authorized, or your insolvency or conviction for any offence involving moral turpitude, or breach by you of any terms of the offer letter and/or the annexures thereto or ThoughtSpot Policy or other documents or directions of ThoughtSpot, or irregularity in attendance, or your unauthorized absence from the place of work for more than 5 (five) working days, or upon you conducting yourself in a manner which is regarded by ThoughtSpot as prejudicial to its own interests or to the interests of its clients and/or customers.
- d) Notwithstanding anything aforesaid, termination by you shall be subject to the satisfactory completion of all your existing duties, obligations and projects etc.
- e) During the notice period, Company will continue to pay its share of insurance premiums, or pay a lump sum in lieu, if applicable.
- f) On termination of your employment, you will be required to immediately give up to the Company all correspondences, specifications, formulae, books, documents, market data, literature, drawings, effects or records, Company equipment, et al belonging to the Company or relating to its business and shall not make or retain any copies of these items.

#### 4. Holidays / Leave

General Holidays will be declared at the beginning of the Calendar year and all full-time employees are entitled to this benefit. You may be called upon to attend duties as and when required on holidays, as may be scheduled in accordance with the needs of the Company. You will be entitled to vacation, sick leave, casual leave and other paid leaves as per the Company's Paid Time Off policy. Casual leave without notice will be considered as Leave against Loss-of-pay. Additional leave will be against Loss-of-Pay. Medical leave has to be authenticated with medical report and is at the discretion of the management.

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RS



## 5. Disclosure of Information

During the term of your employment with ThoughtSpot, you are required to disclose all material and relevant information, which may either affect your employment with ThoughtSpot currently or in the future or may be in conflict with the terms of your employment with ThoughtSpot, either directly or indirectly. If at any time during your employment, ThoughtSpot becomes aware that you have suppressed any material or relevant information required to be disclosed by you, ThoughtSpot reserves the right to forthwith terminate your employment without any notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you may have been employed by ThoughtSpot. Any change in your personal information including residential address, marital status and educational qualification should be notified to ThoughtSpot in writing within 3 (three) days from the start of such change. Any notice required to be given to you shall be deemed to have been duly and properly given if delivered to you personally or sent by post to you at your address as recorded in ThoughtSpot's records. You hereby acknowledge and expressly consent to the Company collecting, receiving, scrutinizing, processing, verifying, shortlisting, using, storing, sharing, discussing and transferring your personal information including sensitive personal data and information for the aforementioned purposes to its affiliates, any third party service provider engaged by it, its legal advisors, tax consultants, accountants, payroll processors, data processors, insurers, bankers, medical/health consultants, in India or abroad, in accordance with the applicable laws.

## 6. Adherence to Company Policy and Applicable Laws

You agree to conform to and comply with ThoughtSpot's policies and such directions and orders as may from time to time be given by ThoughtSpot. You agree to comply with all applicable laws, regulations, and governmental orders of India and, to the extent applicable, the United States of America and the United Kingdom, now or hereafter in effect, relating to your employment by ThoughtSpot, including but not limited to local laws dealing with fraud, bribery, and corruption, including the Prevention of Corruption Act, 1988, the United States Foreign Corrupt Practices Act, 1977 and the United Kingdom Bribery Act 2010. Without limit to the foregoing, you represent and warrant that you have not, and shall not at any time during your employment with ThoughtSpot, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any government official, political party, candidate for political office, or public international organization; or (ii) any other person, firm, corporation or other entity, with knowledge that some or all of that money or other thing of value will be paid, given, offered or promised to a government official, political party, candidate for political office, or public international organization, for the purpose of illegally obtaining or retaining any business, or illegally obtaining any other unfair advantage, in connection with ThoughtSpot or the Company's business.

**[You also confirm that you have read and understood and agree to comply with the provisions of ThoughtSpot's Code of Business Conduct and Ethics.]**

## 7. Travel

You will be posted in **India - Bangalore**. But you may be required to make visits and travel both within India and overseas, as necessary for the proper discharge of your duties.

## 8. Non-Solicitation

You agree that upon termination of your employment and for one year thereafter, you shall not in any manner either directly or indirectly solicit or entice the other employees of ThoughtSpot for employment.

## 9. Tax Liability

The Company shall in no way be liable for any taxes that may arise as a result of your compensation. Furthermore, the Company reserves the right to deduct tax at the source from any component of your compensation and take any such additional measures as are required to comply with the relevant federal and local tax law.

## 10. Employment Invention Assignment Noncompetition and Confidentiality Agreement



You acknowledge and agree that any work that you may be conducting either on the premises of ThoughtSpot or otherwise with regard to patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done on behalf of ThoughtSpot. In this regard, you agree to execute an Employee Invention Assignment and Confidentiality Agreement defined as Agreement in the offer letter and annexed thereto as **Annexure D**.

#### **11. Arbitration**

You agree that the interpretation and enforcement of the offer letter shall be governed by the laws of India and all disputes under the offer letter shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Bangalore.

This is to certify that I have read the offer letter and all its annexures and understood all the terms and conditions mentioned therein and I hereby accept and agree to abide by them.

DocuSigned by:

Rahul Shrivastava

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*Signature of Employee* Rahul Shrivastava

**Date:** June 17, 2023 | 02:48 PDT



**ANNEXURE - C**

At the time of joining, you are requested to submit the copies of the following documents:

1. Your latest salary slips from last employer and salary certificate
2. Your relieving letter from your last employers
3. Experience Certificates from all previous employers
4. Updated resume
5. Form 16 or Taxable Income Statement duly certified by previous employer (Statement showing deductions & Taxable Income with break-up)
6. Two Passport Size color photograph.
7. UAN Number as allotted by previous employer.
8. Valid Passport and Work Permit in case of foreign citizens
9. Proof of Age
10. Proof of Address
11. Copy of PAN Card
12. Copy of Aadhaar card
13. Copy of bank account number proof , for salary transfer

Please carry all the originals for validation.

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## ANNEXURE - D

### EMPLOYEE INVENTION ASSIGNMENT AND CONFIDENTIALITY AGREEMENT

In consideration of, and as a condition of my employment with ThoughtSpot India Private Limited, a company duly incorporated under the Companies Act, 2013 (the "**Company**"), I, **Rahul Shrivastava** hereby represent to, and agree with the Company as follows:

1. **Purpose of Agreement.** I understand that the Company is engaged in a continuous program of development, production and marketing in connection with its business and that it is critical for the Company to preserve and protect its Proprietary Information (as defined below), its rights in Inventions (as defined below) and Intellectual Property (as defined below). Accordingly, I am entering into this Agreement as a condition of my employment with the Company, whether or not I am expected to create Inventions and Intellectual Property of value for the Company.
2. **Proprietary Information.** I understand that my employment by the Company creates a relationship of confidence and trust with respect to any information of a confidential or secret nature that will be disclosed to me by the Company that relates to the business of the Company or to the business of any parent, subsidiary, affiliate, customer or supplier of the Company or any other party with whom the Company agrees to hold information of such party in confidence ("**Proprietary Information**"). Such Proprietary Information includes but is not limited to Inventions, Intellectual Property, marketing plans, product plans, business strategies, financial information, forecasts, personnel information, customer lists and other information and materials concerning the Company's business, operations or plans.
3. **Confidentiality Obligations.** I understand and acknowledge that I will acquire Confidential Information in the course of or incidental to my employment with the Company, and that the ability of the Company to continue in business could be seriously jeopardized if such Confidential Information were to be used by me or by other persons or firms to compete with the Company. Accordingly, I agree that I shall not, directly or indirectly, at any time, during the term of my employment with the Company or at any time thereafter, and without regard to when or for what reason, if any, such employment shall terminate, use or cause to be used any Confidential Information in connection with any activity or business except the business of the Company, and shall not disclose or cause to be disclosed any Confidential Information to any individual, partnership, corporation, or other entity unless such disclosure has been specifically authorized in writing by the Company, or except as may be required by any applicable law or by order of a court of competent jurisdiction, or any regulatory or governmental body. Further, I agree that I will give the Company prompt notice of any such order / direction of a court / regulatory or governmental body so that the Company may seek relief by way of a protective order or other appropriate remedy, and further will provide any assistance which the Company may reasonably require in order to secure such order or such remedy (with the Employee's expenses reasonably incurred in providing such assistance to be reimbursed by the Company).

In the event such protective order or other remedy is not obtained, I shall furnish only that portion of the Confidential Information which is legally required by the Governmental entity or regulatory authority; and will use reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

I understand that the Company at times receives information from third parties that the Company must maintain in confidence and use only for limited purposes ("**Third Party Information**"). I agree that I shall not, directly or indirectly, at any time, during the term of my employment with the Company or at any time thereafter, and without





regard to when or for what reason, if any, such employment shall terminate, use or disclose Third Party Information except as permitted by the written agreement between the Company and such third party, unless such use or disclosure has been specifically authorized in writing by the Company, or except as may be required by any applicable law or by order of a court of competent jurisdiction, or any regulatory or governmental body. Further, I agree that I will give the Company prompt notice of any such order / direction of a court / regulatory or governmental body so that the Company may seek relief by way of a protective order or other appropriate remedy. In the event such protective order or other remedy is not obtained, I shall furnish only that portion of the Third-Party Information which is legally required.

4. **Disclosure of Inventions and Intellectual Property.** I will promptly disclose in confidence to the Company all inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works and trade secrets ("***Inventions***") and **Intellectual Property** that I make or conceive or first reduce to practice or create, either alone or jointly with others, during the period of my employment, whether or not in the course of my employment, and whether or not such Inventions are patentable, copyrightable or protectable as trade secrets. **Intellectual Property** includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade secrets; trademarks, service marks, patents, copyright, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, India projects, and other confidential and proprietary information, computer programming code, databases, software programs including their Source Code; data, documents, instruction manuals, records, memoranda, notes, user; guides; in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments.

5. **Work for Hire; Assignment of Inventions and Intellectual Property.**

(a) *Owned by Company.* I acknowledge and agree that any copyrightable works prepared by me within the scope of my employment are "works for hire" under the Indian Copyright Act, 1957 (the "Copyright Act") and under international copyright laws and that the Company will be considered the owner of such copyrightable works. I agree that all Inventions and Intellectual property and other rights related thereto that (a) are developed using equipment, supplies, facilities or trade secrets of the Company, (b) result from work performed by me for the Company, or (c) relate to the Company's business or current or anticipated India and development, will be the sole and exclusive property of the Company and are hereby irrevocably assigned by me to the Company on a worldwide, royalty free and perpetual basis. In the event copyrightable Inventions created by me are not automatically the property of the Company by virtue of Section 17 of the Indian Copyright Act, or under applicable 'work for hire' provisions, I hereby assign all rights, title and interest therein, without further consideration, to the Company, on a perpetual, worldwide and royalty free basis, and waive the application of Section 19(4) of the Copyright Act to such assignment.

(b) *Owned by Employee.* I have attached as Attachment 1 a complete list of all Inventions and Intellectual Property to which I claim ownership and that I desire to remove from the operation of this Agreement, and I acknowledge and agree that such list is complete. If no such list is attached to this Agreement, I represent that I have no such Inventions and Intellectual Property at the time of signing this Agreement.

6. **Assignment of Other Rights.** In addition to the foregoing assignment of Inventions and Intellectual Property to the Company, I hereby irrevocably transfer and assign to the Company all Intellectual property Rights on a royalty free, worldwide and perpetual basis. Intellectual Property Rights include (i) all rights, title, and interest under any statute or under common law including patent rights; copyrights including moral rights; and any similar rights in respect of Intellectual Property, anywhere in the world, whether negotiable or not; (ii) any licenses, permissions and grants in connection therewith; (iii) applications for



any of the foregoing and the right to apply for them in any part of the world; (iv) right to obtain and hold appropriate registrations in Intellectual Property and, (v) all extensions and renewals thereof (vi) Causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same.

7. **Assistance.** I agree to assist the Company in every proper way to obtain for the Company and enforce patents, copyrights, mask work rights, trade secret rights and other legal protections for the Company's Inventions and Intellectual Property in any and all countries. I will execute any documents that the Company may reasonably request for use in obtaining or enforcing such patents, copyrights, mask work rights, trade secrets and other legal protections. My obligations under this paragraph will continue beyond the termination of my employment with the Company, provided that the Company will compensate me at a reasonable rate after such termination for time or expenses actually spent by me at the Company's request on such assistance appoint the appropriate authorized representatives of the Company as my attorney-in-fact to execute documents on my behalf for this purpose. If the Company is unable, after exercising reasonable efforts, to secure my signature on any application for patent, copyright, design, trademark, geographical indications, analogous registration, or other documents regarding any legal protection regarding Inventions, whether because of my physical or mental incapacity or for any other reason, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact to act for and on my behalf and to execute and file any such application or applications or other documents and to do all other lawfully permitted acts to further the prosecution and issuance of such patent, copyright, design, geographical indications or trademark registrations or any other legal protection thereon with the same legal force and effect as if executed by me.
8. **No Breach of Prior Agreement.** I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or in trust prior to my employment by the Company, and I will not disclose to the Company, or induce the Company to use, any confidential or proprietary information or material belonging to any previous employers or others. I represent and warrant that I have returned all property and confidential information belonging to all prior employers. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith or in conflict with my employment with the Company (including but not limited to a non-competition agreement with any third party relating to the current, proposed or future business of the Company). I further agree to conform to the rules and regulations of the Company.
9. **Notification.** I hereby authorize the Company to notify my actual or future employers of the terms of this Agreement and my responsibilities hereunder.
10. **Publication of Material Concerning Company Business.** Prior to my submitting or disclosing for possible publication or dissemination outside the Company any material prepared by me that incorporates information that concerns the Company's business or future business, I agree to deliver a copy of such material to an officer of the Company for his or her review. Within twenty (20) days of such submission, the Company agrees to notify me whether the Company believes such material contains any Proprietary Information, and I agree to make such deletions and revisions as are reasonably requested by the Company to protect its Proprietary Information. I further agree to obtain the consent of the Company prior to any review of such material by persons outside the Company.
11. **Name & Likeness Rights, Etc.** I hereby authorize the Company to use, reuse, and to grant others the right to use and reuse, my name, photograph, likeness (including caricature), voice, and biographical information, and any reproduction or simulation thereof, in any media now known or hereafter developed (including but



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not limited to film, video and digital or other electronic media), both during and after my employment, for whatever purposes the Company deems necessary.

12. **Maintenance of Records.** I hereby acknowledge and agree that my contribution to the business of the Company as well as any portion thereof shall be the sole property of the Company from date of creation thereof. During the term of my employment and for six (6) months after termination of my employment with the Company, I agree to maintain adequate and current written records on the development of all Intellectual Property and to disclose promptly upon its creation to the Company all Intellectual Property and relevant records, which records will remain the sole property of the Company. I further agree that all information and records pertaining to any idea, process, trademark, service mark, invention, technology, computer program, original work of authorship, design, formula, discovery, patent or copyright that I do not believe to be an Intellectual Property, but is conceived, developed, reduced to practice by me (alone or with others) during the period of employment, shall be promptly disclosed to the Company (such disclosure to be received and kept in confidence).
13. **Third Party Rights** I hereby represent and warrant that I will not use or integrate any third-party materials or data that are not validly licensed to the Company unless previously authorized by my reporting officer in the Company. I represent and warrant that I have not violated the Intellectual Property Rights of any third party, and covenant that I shall not violate the Intellectual Property Rights of any third party in the course of my employment with Company. Provided that in the event the Company is held liable for my violation of any Intellectual Property Rights, I undertake to indemnify the Company or affiliate as the case may be against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting there from.
14. **Injunctive Relief.** I understand that in the event of a breach or threatened breach of this Agreement by me the Company may suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement.
15. **Governing Law; Severability.** I understand that although I may work for the Company outside of India, I understand and agree that this Agreement will be governed, interpreted and enforced in accordance with the laws of India, without regard to or application of choice of law rules or principles. In the event that any provision of this Agreement is found by a court, arbitrator or other tribunal to be illegal, invalid or unenforceable, then such provision shall not be voided, but shall be enforced to the maximum extent permissible under applicable law, and the remainder of this Agreement shall remain in full force and effect.
16. **Dispute Resolution.** Subject to the exceptions set forth below, I agree that any and all claims or disputes that I have with the Company, or any of its employees, which arise out of my employment or under the terms of my employment, shall be resolved through final and binding arbitration, as specified herein. This shall include, without limitation, disputes relating to this Agreement, my employment by the Company or the termination thereof, claims for breach of contract or breach of the covenant of good faith and fair dealing, and any claims of discrimination or other claims, state or local law or regulation now in existence or hereinafter enacted and as amended from time to time concerning in any way the subject of my employment with the Company or its termination. The only claims or disputes not covered by this paragraph are disputes related to (i) workers' compensation laws and (ii) issues affecting the validity, infringement or enforceability of any trade secret or patent rights held or sought by the Company or which the Company could otherwise seek; in both of the foregoing cases such claims, or disputes shall not be subject to arbitration and will be resolved pursuant to applicable law. Binding arbitration will be conducted in Bangalore, India in accordance with the rules and regulations of the Indian Arbitration and Conciliation Act, 1996. If, at the time the dispute in question arose, I lived and worked outside Bangalore or India then I have the option of requesting that the arbitration take place in the jurisdiction in which the Company has an office that is nearest to my home. Each party will split the cost of the arbitration, filing and hearing fees, and the



## ThoughtSpot


cost of the arbitrator. Each side also will bear its own attorneys' fees; that is, the arbitrator will not have authority to award attorneys' fees unless a statutory section at issue in the dispute authorizes the award of attorneys' fees to the prevailing party, in which case the arbitrator has authority to make such award as permitted by the statute in question. I understand and agree that the arbitration shall be instead of any trial in court and that the arbitrator's decision shall be final and binding to the fullest extent permitted by law and enforceable by any court having jurisdiction thereof.

17. **Terms of Employment.** I understand that this Agreement, in itself, does not obligate the Company to employ me for any stated period of time beyond the time as provided for in my Offer Letter. I understand that my employment can be terminated at any time, for any reason, by the Company and by me by providing a written notice of 30 days to the Company. Unless the Company and I have entered into another written document that expressly supersedes this Section 17, this is the complete agreement between the Company and me on this term of my employment. This Agreement shall be effective as of the first day of my employment by the Company.

This Agreement can only be modified by a written agreement executed by a duly authorized officer of the Company. Discharge of my undertakings in this Agreement shall be an obligation of my executors, administrators, or other legal representatives or assigns. If any provision contained in this Agreement is held to be invalid or unenforceable, the unenforceability or invalidity of such provision shall not be held to render any other provision of this Agreement unenforceable or invalid.

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY.

**Employee:**

DocuSigned by:  
  
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***Employee name (Rahul Shrivastava)***

June 17, 2023 | 02:48 PDT

***Date:***



1. The following is a complete list of all Inventions or Intellectual Property or Improvements relevant to the subject matter of my employment by ThoughtSpot India Private Limited (the “**Company**”) that have been made or conceived or first reduced to practice by me or jointly with others prior to my employment by the Company that I desire to remove from the operation of the Company's Employee Invention Assignment and Confidentiality Agreement:

X No inventions or intellectual property or improvements.

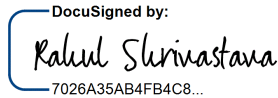
\_\_\_ See Below:

2. I propose to bring to my employment the following materials and documents of a former employer without breaching any confidentiality obligations with the former employer:

X No materials or documents

\_\_\_ See below:

**Employee:**

DocuSigned by:  
  
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**Employee name (Rahul Shrivastava)**

Date: June 17, 2023 | 02:48 PDT

Place: Bengaluru



## ANNEXURE - E

### **Rights to Compensation available under the Employee's Compensation Act, 1923**

Every employee will have a right to receive compensation from the Company for injury by accident or contracting an occupational disease during the course of his/her employment duties with the Company.

The employee cases which qualify as eligible for payment of compensation including, amongst others, the quantum and time period for payment of any compensation will be governed by the provisions of the Employee's Compensation Act, 1923 (hereinafter referred to as the "**Compensation Act**") read with the provisions of the Workmen's Compensation Rules, 1924 (hereinafter referred to as the "**Compensation Rules**"), as amended from time to time.

If personal injury is caused to an employee by accident arising out of and in the course of his/her employment with the Company, the Company will be liable to pay a compensation to the employee concerned in accordance with the provisions of the Compensation Act and the Compensation Rules. Under circumstances prescribed under the Compensation Act, the employee will be reimbursed for the actual medical expenditure incurred by him/her for treatment of injuries caused during the course of employment.

However, amongst others, the Company will not be so liable in respect of any injury that:

- (a) does not result in the total or partial disablement of the employee for a period of 3 (three) or less than 3 (three) days;
- (b) does not result in death or permanent total disablement caused by an accident which is directly attributable to:
  - (i) the employee having been at the time thereof under the influence of drink or drugs; or
  - (ii) the wilful disobedience of the employee to an order expressly given, or to a rule expressly framed, for the purpose of securing the safety of employees; or
  - (iii) the wilful removal or disregard by the employee of any safety guard or other device which he/she knew to have been provided for the purpose of securing the safety of the employee.

For the above purposes, the following terms will have the meaning ascribed to them below: -

"Total disablement" will mean such disablement, whether of a temporary or permanent nature, as incapacitates an employee for all work which he/she was capable of performing at the time of the accident resulting in such disablement. Provided that, permanent total disablement will be deemed to result from every injury specified in Part I of Schedule I to the Compensation Act or from any combination of injuries specified in Part II thereof where the aggregate percentage of the loss of earning capacity, as specified in the said Part II against those injuries, amounts to 100% or more.



“Partial disablement” will mean, where the disablement is of a temporary nature, such disablement as reduces the earning capacity of an employee in any employment in which he/she was engaged at the time of the accident resulting in the disablement, and, where the disablement is of a permanent nature, such disablement as reduces his earning capacity in every employment which he/she was capable of undertaking at that time. Provided that, every injury specified in Part II of Schedule I to the Compensation Act will be deemed to result in permanent partial disablement.

Schedule I to the Compensation Act contains a description of the various injuries deemed to result in permanent total or partial disablement and the corresponding percentage loss of earning capacity.

Schedule III to the Compensation Act sets out the various types of employments and the corresponding occupational diseases peculiar to such employments. If an employee employed by the Company contracts, either during his employment with the Company or subsequently, a disease specified as an occupational disease peculiar to his/her employment with the Company, which is covered under the ambit of the Compensation Act, the contracting of such disease will be deemed to be an injury by accident and unless the contrary is proved, the accident will be deemed to have arisen out of and in the course of the employment. Except as provided under the Compensation Act, no compensation will be payable to an employee by the Company in respect of any disease unless the disease is directly attributable to a specific injury by accident arising out of and in the course of his/her employment.

DS  
RS





June 16, 2023

June 16, 2023

Rahul Shrivastava  
India

Dear Rahul,

This letter is to confirm that we will recommend to the Board of Directors of ThoughtSpot, Inc. (“**ThoughtSpot**”) that you be granted an award under the Amended and Restated 2012 Equity Incentive Plan (the “**Plan**”). Subject to approval by ThoughtSpot’s Board of Directors (the “**Board**”), you will be granted a restricted stock unit award over **15,000** shares of ThoughtSpot common stock (“**Awards**”). The Awards will be subject to certain vesting conditions and terms as set forth in your award agreement. ThoughtSpot may impose a specific vesting schedule for the Awards if necessary to comply with local law or where advisable to take advantage of a tax regime in your country.

Please note that ThoughtSpot can make the grant of Awards to you only if and as long as it is permitted and feasible under the laws of the country in which you reside or to which laws you may be subject. If local laws make the grant of Awards illegal or impractical, ThoughtSpot will let you know as soon as possible.

You should be aware that ThoughtSpot, in its discretion, may change or end the operation of the Plan at any time. If ThoughtSpot decides to change or terminate the Plan, you will not have any claims against ThoughtSpot to receive Awards or any other benefits equivalent to Awards. You acknowledge that ThoughtSpot is not obligated to continue to grant Awards or any other benefits to you.

Your participation in the Plan is entirely voluntary. Any Awards granted to you and any shares acquired pursuant to the Awards are an additional benefit that may be given to you by ThoughtSpot and not by any other subsidiary or affiliate of ThoughtSpot. Therefore, the Awards and any ThoughtSpot shares acquired pursuant to the Awards are not part of your employment relationship with your employer and are completely separate from your salary or any other remuneration or benefits provided to you by your employer. This means that any gain you realize from the Awards will not be included if or when any such salary, remuneration or benefits, including but not limited to severance payments or similar termination compensation or indemnity, payments during a notice period or payments in lieu of notice, are calculated.

By countersigning below, you expressly agree with the provisions regarding termination of “Service Provider” status described in the Plan (including in Section 6(f) thereof), the Award agreement governing your Award including any special terms and conditions applicable for your country or residence in the appendix thereto.

If Awards are granted to you, you will be responsible for complying with any applicable legal requirements in connection with your participation in the Plan and for any tax or social insurance contribution obligations arising from the Awards and the shares received pursuant to the Awards, including





any employer obligations that ThoughtSpot has determined may legally be transferred to you and regardless of any withholding or reporting obligation of ThoughtSpot or your employer. You agree that if the Awards are granted to you, your employer may report or withhold taxes or social insurance contributions from your salary, cash compensation payable to you or any other means described in the Plan, any applicable sub-plan or award agreement. You agree to seek advice from your personal accountant or tax advisor at your own expense regarding the tax and social insurance implications of any Awards granted to you.

ThoughtSpot may, in its sole discretion, decide to deliver any documents related to current or any future participation in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by ThoughtSpot or a third party designated by ThoughtSpot.

You understand that, in order for ThoughtSpot to administer the grant of Awards and any future participation in the Plan, ThoughtSpot and its subsidiaries must collect, process and transfer certain of your personal data. By signing this letter, you agree to the collection, processing and transfer of your personal data, as described in the attached **Appendix A**. For the purposes of operating the Plan and Awards in the European Union, Switzerland and the United Kingdom, the Company will collect and process information relating to you in accordance with the Company's Privacy Policy from time to time in force.

All disputes arising under or relating to the grant of Awards, or the provisions of this letter or the Plan terms shall be governed by and construed in accordance with the laws of the State of California, U.S.A. (but not including the choice of laws rules thereof). For purposes of litigating any dispute that arises directly or indirectly from the grant of Awards or the provisions of this letter, you and ThoughtSpot hereby submit to and consent to the exclusive jurisdiction of the State of California, U.S.A. and agree that such litigation shall be conducted only in the courts of Santa Clara County, California, or the federal courts for the United States for the Northern District of California, and no other courts.

A blue rectangular box containing the letters "DS" in the top right corner and a stylized handwritten signature "RS" in the center.



The terms of this letter are strictly confidential. Should you have questions in respect of the content of the letter, please do not hesitate to contact ThoughtSpot's People Operations department.


Yours sincerely,

DocuSigned by:  
  
3EEB321D0A9C484...

**Pam Holmberg**  
**Vice President, People**

For and on behalf of ThoughtSpot, Inc.

**ACKNOWLEDGED AND AGREED:**

DocuSigned by:  
  
7026A35AB4FB4C8...

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**Rahul Shrivastava**

June 17, 2023 | 02:48 PDT

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Date



## APPENDIX A

### DATA PRIVACY INFORMATION AND CONSENT

*By signing this letter to which this Appendix A is attached, you agree to the terms and conditions set forth in this Appendix A. Capitalized terms used in this Appendix A shall have the meaning ascribed to such terms in the letter.*

a. Data Collection and Usage. *ThoughtSpot and your employer collect, process and use certain personal information about you, including but not limited to your name, home address, telephone number, email address, date of birth, social insurance number, passport or other identification number, salary, nationality, any shares of common stock, details of all Awards granted under the Plan or any other entitlement to shares awarded, canceled, exercised, vested, unvested or outstanding your favor ("Data"), for purposes of implementing, administering and managing the Plan. The legal basis, where required, for the collection and processing of Data is your consent.*

b. Stock Plan Administration Service Providers. *ThoughtSpot may transfer Data to a third-party stock plan administrator/broker ("Service Provider") which may assist ThoughtSpot, presently or in the future, with the implementation, administration and management of the Plan. You may be asked to agree on separate terms and data processing practices with the Service Provider, with such agreement being a condition to the ability to participate in the Plan. Where required, the legal basis for the transfer of Data to the Service Provider is your consent.*

c. International Data Transfers. *ThoughtSpot is, and the Service Provider may be, based in the United States. Your country or jurisdiction may have different data privacy laws and protections than the United States. For example, the European Commission has issued only a limited adequacy finding with respect to the United States that applies only if and to the extent companies self-certify and remain self-certified under the EU-U.S. Privacy Shield program. ThoughtSpot has currently registered for the EU-U.S. and Swiss-U.S. Privacy Shield program. However, ThoughtSpot's legal basis for the transfer of data, where required, is your consent.*

d. Data Retention. *ThoughtSpot will hold and use Data only as long as is necessary to implement, administer and manage your participation in the Plan, or as required to comply with legal or regulatory obligations including under tax, exchange control, labor and securities laws. This may mean Data is retained until after your employment or service relationship ends. When ThoughtSpot or your employer no longer need Data for any of the above purposes, they will cease processing it in this context and remove it from all of their systems used for such purposes, to the fullest extent possible.*

e. Voluntariness and Consequences of Consent Denial or Withdrawal. *Participation in the Plan is voluntary and you are providing the consents herein on a purely voluntary basis. You understand that you may request to stop the transfer and processing of the Data for purposes of your participation in the Plan and that your compensation from or service relationship with your employer will not be affected. The only consequence of refusing or withdrawing consent is that*

DS  
RS



*ThoughtSpot would not be able to allow you to participate in the Plan. You understand that your Data will still be processed in relation to your employment or service relationship for record-keeping purposes.*

*f. Data Subject Rights. You may have a number of rights under the data privacy laws in your jurisdiction. Depending on where you are based, such rights may include the right to (i) request access to or copies of Data ThoughtSpot processes, (ii) rectify incorrect Data, (iii) delete Data, (iv) restrict the processing of Data, (v) restrict the portability of Data, (iv) lodge complaints with the competent authorities in your jurisdiction, or (vii) receive a list with the names and addresses of any potential recipients of Data. To receive clarification regarding these rights or to exercise these rights, you can contact your human resources representative.*

*g. Alternative Basis for Data Processing and Transfer. You understand that ThoughtSpot may rely on a different legal basis for the processing or transfer of Data in the future or request that you provide another data privacy consent form. If applicable and upon the request of ThoughtSpot, you agree to provide an executed acknowledgement or data privacy consent form to your employer or ThoughtSpot (or any other acknowledgements, agreements or consents that may be required by your employer or ThoughtSpot) that ThoughtSpot or the Service Recipient may deem necessary to obtain under the data privacy laws in your country, either now or in the future. You understand that you will not be able to participate in the Plan if you fail to execute any such acknowledgement, agreement or consent requested by ThoughtSpot or your employer.*

DS  
RS



ANNEXURE – A

Salary Structure

Pay Components	Monthly CTC	Yearly CTC
Basic Salary	333333	4000000
House Rent Allowance	133333	1600000
Leave Travel Allowance	33333	400000
PF Employer's Contribution	40000	480000
Flexible Reimbursements	126667	1520000
Total Salary ("CTC")*	666667	8000000

\* Indian Rupees

For ThoughtSpot India Private Limited

DocuSigned by:  
  
3EEB321D0A9C484  
**Pam Holmberg**  
Vice President, People

DS  
RS