
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K/A
(Amendment No. 1)

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): July 12, 2023



THOUGHTWORKS HOLDING, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

001-40812

(Commission File Number)

82-2668392

(IRS Employer
Identification No.)

200 East Randolph Street, 25th Floor
Chicago, Illinois 60601
City, State Zip Code
(312) 373-1000

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol</u>	<u>Name of each exchange on which registered</u>
Common Stock, \$0.001 par value	TWKS	Nasdaq Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

As previously disclosed on July 12, 2023, Dr. Rebecca Parsons, Chief Technology Officers Emerita of Thoughtworks Holding, Inc. (the "Company"), agreed to a reduction in the scope of her responsibilities and on August 3, 2023, Dr. Parsons and Thoughtworks Inc., a subsidiary of the Company, entered into an amendment of Dr. Parson's Employment Agreement dated October 12, 2017 (the "Amendment"). The Amendment provides that Dr. Parsons base salary will be as follows:

August 3, 2023 - August 31, 2023	\$713,335 per annum	Full Business Time commitment
September 1, 2023 - December 31, 2023	\$570,000 per annum	Full Business Time commitment
January 1, 2024	\$375,000 per annum	80% Business Time commitment

A copy of the Amendment is attached hereunder as Exhibit 10.1 to this Current Report on Form 8-K, and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Rebecca Parsons - Amendment to Employment Agreement dated August 3, 2023
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: August 7, 2023

THOUGHTWORKS HOLDING, INC.

By: /s/ Ramona Mateiu

Ramona Mateiu
Chief Legal and Compliance Officer

EXECUTION VERSION

**AMENDMENT TO THOUGHTWORKS INC.
EMPLOYMENT AGREEMENT**

This Amendment to Thoughtworks Inc. Employment Agreement (this “**Amendment**”) is made and entered into effective as of August 3, 2023 (the “**Amendment Effective Date**”), by and between The Thoughtworks Inc., a Delaware corporation (the “**Company**”), and Rebecca Parsons (the “**Executive**” and, together with the Company, the “**Parties**”).

Whereas, the Company and Executive entered into that certain Employment Agreement (the “**Agreement**”) dated as of October 12, 2017, and

Whereas, the Parties desire to amend Sections 2 and 3 of the Agreement in the manner reflected herein, and

Whereas, the Board of Directors of the Company has approved the amendment of the Agreement in the manner reflected herein,

Now Therefore, in consideration of the premises and mutual covenants and conditions herein, the Parties, intending to be legally bound, hereby agree as follows, effective as of the Amendment Effective Date:

1. **Duties**. Section 2 of the Agreement is hereby deleted and replaced in its entirety with the following (with all capitalized terms having the meaning originally ascribed thereto in the Agreement):

“**Duties**. During the Employment Term, Executive shall have the authorities, titles, and duties as may be assigned by the Company from time to time. On the Effective Date, Executive’s title will be Chief Technology Officer Emerita. Executive will devote Executive’s full or part business time (as set forth in Section 3 below) and best efforts to the performance of Executive’s duties and will not engage in any other business, profession or occupation for compensation or otherwise that would conflict or interfere in any material respect with Executive’s duties under this Agreement.

Executive and Company agree that from time to time Executive may engage (and be compensated for) third-party paid speaking engagements outside Executive’s business time with the Company provided that (A) such speaking engagements are not (i) initiated by the Company, (ii) the result of a request originally made to the Company, (iii) for a client of the Company, or (iv) at a conference or event which the Company sponsors or participates in and (B) such speaking engagements are in compliance with

the Company’s conflicts of interest policy and Executive’s confidentiality obligations. Costs or expenses for such third party paid speaking engagements shall be borne by the Executive and not reimbursable by the Company.”

2. **Base Pay.** Section 3 of the Agreement is hereby deleted and replaced in its entirety with the following (with all capitalized terms having the meaning originally ascribed thereto in the Agreement):

“**Base Salary.** During the Employment Term, the Company shall pay Employee a base salary (as in effect from time to time, the “**Base Salary**”) in accordance with the regular payroll practices of the Company and subject to applicable tax and other withholdings. The Base Salary shall be at an annual rate of:

Amendment Effective Date - August 31, 2023	\$715,335	Full Business Time commitment
September 1, 2023 - December 31, 2023	\$570,000	Full Business Time commitment
January 1, 2024	\$375,000	80% Business Time commitment

3. **Counterparts.** This Amendment may be executed in one or more facsimile, electronic or original counterparts, each of which shall be deemed an original and both of which together shall constitute the same instrument.

4. **Ratification.** All terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this Amendment, all references to the term “**Agreement**” in this Amendment or the original Agreement shall include the terms contained in this Amendment.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

THOUGHTWORKS, INC.

By: /s/ Ramona Mateiu

Name: Ramona Mateiu

Title: Chief Legal Officer & Vice President

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

REBECCA PARSONS

/s/ Rebecca J. Parsons