

February 5, 2026

**Ayush Jha**

Dear Ayush,

Congratulations! It is indeed our pleasure to offer you the position of “**Solution Engineer**” at Glance Digital Experience Private Limited (“**Company**”).

This Letter of Invitation includes Details of Compensation and Annexure as listed below:

Annexure 1: Terms and Conditions

Annexure 2: Compensation Details

To accept this offer, please sign and return one copy of this offer letter and annexure to your manager at the address mentioned in the letter and retain the other copy for your records. We request you to keep this offer letter confidential.

In case you do not return the accepted and signed copy of this offer letter within 3 working days, the offer may stand withdrawn. The Company reserves the right to withdraw the offer made to you, before your acceptance, without providing any reasons to you. Further, the Company also reserves the right to withdraw the offer made to you even after the acceptance of such offer by you, if the Company becomes aware of any material information that may have been concealed or misrepresented by you at the time the offer was made by the Company.

The proposed start date of your employment at Glance Digital Experience Private Limited is **July 6, 2026** in our Lucknow office. Please confirm the date of joining along with your acceptance. In case you do not report at job on or prior to the agreed upon date, it shall be deemed that you have declined this offer.

Welcome to the Glance Family! We wish you a long and fruitful career in Glance Digital Experience Private Limited.

Yours Sincerely,



**Shefali Rai**  
CHRO - Global People & Culture | Inmobi Group

{{CANDIDATE\_SIGNATURE}}

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Acceptance  
Name: **Ayush Jha**

### **ANNEXURE 1: Terms and Conditions**

1. **Posting:** Your current posting will be in Lucknow, India. You will be required to attend office normal business hours (9:00 AM to 6:30 PM). However, your services are transferable and can be seconded or deputed by the Company to any group company operation in India or abroad; whether existing as on the date of your appointment/contract or to be established thereafter at the discretion of the Company or to any operation under the management and/or ownership of the Company including any joint venture in which the Company is a participant or to any subsidiary or associate company of the Company.
2. **Leave:** You are entitled to 42 days of paid leave in one calendar year, segregated into days of Earned leave, Sick Leave, Casual leave and holidays. Leave will be governed by the Leave Policy of the Company, as modified and amended from time to time.
3. **Rules:** You will be required to abide by the rules and regulations of the office and are required to maintain the *code of conduct*, policies and disciplinary rules, which may be framed or modified from time to time.
4. **Efficiency:** During the course of your employment, you will employ yourself efficiently and diligently to the best of your ability and devote your whole time and attention to the interest of the Company and generally carry out duties and work as assigned to you and shall obey and comply with all the lawful orders and directions given to you by the Management. You shall honestly, diligently, faithfully and obediently serve the organization and use your utmost endeavor to promote the interest of the Company.
5. **PIA:** On joining you will be required to sign a Proprietary Information and Non-disclosure agreement.
6. **Joining Documents:** At the time of joining you are required to submit the following documents:
  - a. Copy of PAN card
  - b. Copy of address proof (Passport / Voters ID / DL / UID)
  - c. Copies of all educational certificates (10<sup>th</sup>, 12<sup>th</sup>, U.G. and P.G.)
  - d. Copies of relieving and experience letters
7. **Termination:** Your employment is subject to termination by Company giving Sixty (60) days' notice. Company is not bound to give any reason thereof. The Company reserves the right to pay salary in lieu of the notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even before the expiry of the notice period with or without compensating (in certain circumstances) for the un-expired period and is not bound to give any reason thereof. On acceptance of the separation notice, before you are relieved, you will hand over to the Company all the information and data of the Company including, but not limited to, correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings and you shall not use, reproduce or retain any copies of these items.

You may also terminate your employment with the Company by giving Sixty (60) days prior written notice to the Company. Further, the Company may at its sole discretion relieve you from such date as it may deem fit even before the expiry of the notice period in lieu of you compensating the Company for the un-expired period, being payment of your full salary for such unexpired period. On acceptance of the separation notice, before you are relieved, you will hand over to the Company all the information and data of the Company including, but not limited to, correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings and you shall not use, reproduce or retain any copies of these items

Your age of retirement will be sixty (60) years. The Company, however, reserves the right to retire your services upon your attaining the age of superannuation or earlier if you are not found physically or mentally fit.

**8. Confidentiality:**

- a. You shall not disclose to any unauthorized person, either during or after your employment with the Company, any information about the interest or business of the Company or any affiliated companies. You shall not communicate to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, any information, data or documents, official or otherwise, relating to the Company except with prior written consent of an authorized officer of the Company. You shall not disclose any Company information (including employee names), policies or work practices in any external communication platforms (including online blogs, articles, etc). Any invention, development, process, adaptation or improvement in procedure or other matters or work including any artistic, literary or other work which can be the subject matter of copyright rights whatsoever, made, developed or discovered by you either alone or jointly with any other person or persons while in employment of the Company, in connection with or in any way affecting or relating to the business of the Company or capable of being used or adapted for use therein or in connection therewith shall forthwith be disclosed to the Company and shall belong to and be the absolute property of the Company.
- b. You will not during your employment with the Company or at any time thereafter, divulge or make known any information in any way whatsoever relating to the Company or its business or of its customer and/or any other information, secret processes of data and material, which may come to your knowledge during the course of your employment. You will always maintain strict secrecy regarding any technical employment. You will not divulge any information regarding intellectual Property, software process, technical know-how, security arrangements, administrative accounts, marketing areas, organization matters pertaining to the Company whether confidential or otherwise, patented or non-patented, operational, technical or financial either pertaining to the Company, or its customers, vendors, or internal processes, orally, inscribed, recorded, written electronically processed either tapes, disks, chips, floppies or any other form of communication like films, micro films, drawings etc. to anyone else, without the prior approval of the Company. It is absolutely at the discretion of the Company to decide whether any information is divulged under the normal course of business and the employee in any manner cannot challenge the same.
- c. You hereby confirm that you have disclosed, fully to the Company, all of your business, interests whether or not they are similar to or in conflict with the businesses or activities of the Company and all circumstances in respect of which there is or there might be, a conflict of interest between the Company and you or any immediate relative or associate. You agree to disclose, fully to the Company, any such interest or circumstances that may arise during your employment immediately upon such interest or circumstances arriving. Upon separating your employment with the Company, you shall forthwith return to the Company all the assets and property of the Company (including any leased properties), documents, files, books, papers, memos or any other property of the Company in your possession or under your control.

- d. You will be required to execute a Proprietary Information Agreement ("PIA") with the Company before commencing employment. A copy of this document is included with this offer. If this offer is acceptable, please indicate your approval by signing below and returning a copy of this letter and your signed PIA to our office.
9. **Termination for cause:** If at any time during your employment you will be found guilty of misconduct or any willful breach or continuous negligence of the terms of this appointment letter or of rules and/or regulations governing your employment or of dereliction of duties and/or instructions given to you from time to time, ("Non-Performance") or for fraud, theft or other material cause, the Company may terminate your employment with the Company immediately and Company will not be liable to pay Notice Period as specified in Clause 7 of the Terms and Conditions of this offer letter.
- If any declaration given or information furnished by you to the Company proves to be false or if you are found to have willfully suppressed or concealed any material information, the same shall be considered as material cause, making you liable for removal from services without any notice. On account of any misconduct or any breach of this Letter or Company policies, the Company reserves the right, at its sole discretion, to reduce the RSUs (vested or granted) to You, in whole or part, and any further grant of RSUs will be at Company's sole discretion, without any claim whatsoever against the Company.
10. **Return of Confidential Information:** Upon termination of your employment, whether with or without cause, you will immediately give to the Company all correspondence, specifications, formulae, books/documents, effects, market data, cost data, drawings or records, etc., belonging to the Company or relating to its business and shall not retain or make copies of these items.
11. **Responsibilities & Duties:** Your work in the organization will be subject to the rules, regulations and guidelines of the organization as laid down in relation to conduct, discipline, working hours, organizational values and other matters. You will always need to live up to the responsibilities and duties attached to your position and conduct yourself accordingly. In view of your office, you must effectively perform to ensure results.
12. **Conflict of Interest:** Your position with the Company calls for your whole time employment and you will devote yourself exclusively to the business of the Company. You will not take up any other work for remuneration (part time or otherwise) or work in an advisory capacity (which also includes any participation in any industry events, seminars or other external forums) or be interested directly or indirectly in any other trade of business, without the written permission from the Company.
13. **Absence without permission:** If you are absent from your duties without prior written permission or notification for ten (10) consecutive work days, you will be deemed to have abandoned service voluntarily without giving due notice and your name will be struck off the rolls.
14. **Dispute Resolution:** This Offer Letter shall be subject to the laws of India. Any disputes, differences or claims under or in relation to this Offer Letter and any consequent matters shall be referred to arbitration. Arbitration proceedings shall be held in Bangalore, India, conducted by a sole arbitrator to be nominated by the Company. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment thereof. Subject to the above, only the courts in Bangalore, India, shall have exclusive jurisdiction to try any disputes in relation to this Offer Letter and any consequent matters.

**15. BGV:** You agree and consent to a background check that we may conduct as a pre-hiring/engagement measure. Your engagement is contingent on the results of such background check which may include a personal history check (offence/fraud/criminal/felony history), reference checks and verification of education and work history. If the results of your background check reveal information that is consistent with our standards/policies or if contrary information is provided by you, this offer may be cancelled and/or your employment with the Company may be subject to termination.

**16. General Provisions:**

**16.1: Equal Opportunities:** The Company regards harassment or any other form of discrimination as unacceptable conduct, which will be subject to disciplinary proceedings. You are expected to comply with any Company guidance and policies produced on equal opportunities and harassment and to report any breach You may become aware of to any member of the Company's management team.

**16.2: Communications:** You consent to the Company monitoring and recording any use that You make of the Company's electronic communications systems for the purpose of ensuring that the Company's rules are being complied with and for legitimate business purposes. You shall comply with any electronic communication systems policies that the Company may issue from time to time.

**ANNEXURE 2: Compensation Details**

Salary Component	Per Annum (INR)
<b>Base Salary</b>	<b>1,000,000</b>
Basic Salary	350,000
Special Allowance	426,000
<b>Monetary Benefits</b>	
House Rent Allowance (HRA)	140,000
Telephone Allowance	36,000
Leave Travel Allowance (LTA)	48,000
<b>(A) Annual Salary</b>	<b>1,000,000</b>
<b>Statutory Benefits</b>	
Company Contribution to Provident Fund (PF)	21,600
Gratuity	16,905
<b>(B) Total Benefits</b>	<b>38,505</b>
<b>(C) Total Rewards = (A+B)</b>	<b>1,038,505</b>
RSUs (No. of units)**	110

***\*\*Market Worth***

The first schedule of vesting completes after one year when 25% of the total stock granted vest. Subsequently, 6.25% of the total grant vest every quarter.

The valuation of stock is usually determined based on various factors, including but not limited to the class of stock, the most recent rounds of funding, performance of the company and other internal and external factors. Any future valuation or the actual listing/ stock price of the RSU/option grant may vary and shall be subject to change at any time, given the then prevalent internal and external market factors that influence the valuation, including but not limited to performance of the company, business growth, changes in the industry and other macro and micro economic conditions.

\*For avoidance of doubt, [Glance Pte. Ltd. Share Award Plan and Terms for Participants] (RSU Plan) follows a two step vesting process. The vesting commencement date and vesting schedule mentioned hereinabove, fulfills the first step of the vesting, viz. the number of allocated RSU units that shall vest upon the fulfillment of the second vesting step. Second and final vesting step (where all allocated RSU units are allotted to you) occurs at the Liquidation Event (please refer terms of the RSU Plan), and generally refers to a trade sale or merger of the Company, or IPO of the Company's shares or other liquidation events. You are advised to read the RSU Plan for complete details.

You may be eligible for the allotment of the certain number of RSUs, as and when the Company at its discretion, decides to issue RSUs, subject to receipt of necessary shareholder and Board approvals and as per the terms of the Glance InMobi Pte. Ltd. Share Award Plan, and further subject to your fulfilling the eligibility criteria mentioned therein. The said RSU shall be settled/exercised in accordance with this letter and/or such letters of RSUs provided to you, subject to the terms of the Glance InMobi Pte. Ltd. Share Award Plan and Terms for Participants. In the event You decide to leave the Company, the vesting of your RSUs will stop effective from your last working day with the Company.

Please note that any valuation of the shares underlying your RSUs is merely an estimate based on the various factors described above, which are all dynamic in nature and not under the control of the issuing company. The issuing company makes no representation, guarantee or assurance regarding the accuracy or sustenance of any past or future valuations.

In the event You decide to leave the Company, the vesting of your RSUs will stop effective from your last working day with the Company.

**Fixed Salary:** Fixed salary is split into 35% basic and 65% into Flexible Allowances/reimbursement.

A total salary of **INR 1,000,000** per year (referred to as renumeration), a breakup of which has been provided under Annexure 2.

#### **One-time benefits under the Offer Letter:**

Relocation: Subject to a documented approval from TA partner over email, relocation package will be limited up to the amount in INR equivalent to USD 1,000 based on actuals including cost of moving of household goods from your residing location to office location. This includes reimbursement of airfare (one-way Economy class Airfare by shortest route for self & family, where family is defined as employee's parents, spouse and two children. Apart from this, the Company will arrange a hotel stay for you for a period of 2 weeks. The total amount will be subject to repayment in full If before 12 months of employment you voluntarily terminate your employment, you agree to repay the relocation bonus in full immediately/ within ninety(90) days after your date of/ upon termination. You hereby expressly authorize the Company to withhold or offset such amounts from any other amounts that may be owed to you.

#### **Details of the compensation**

**Basic Salary:** Fully taxable and employees will not be able to make changes.

The Company provides the following structure /perquisites and allowances you are entitled to subject to the maximum limits specified against each perquisite per annum:

The income tax deduction/exemption for the following allowances is calculated as follows:

##### **1. House Rent Allowance:**

The least of the following amount is deductible from the HRA for computing income tax.

- a. HRA received
- b. Rent paid less than 10% of salary (Basic)
- c. 50% of the salary (Basic) if the accommodation is situated at Mumbai, Calcutta, Chennai or Delhi.

## **2. Leave Travel Assistance Reimbursement/allowance:**

- (a) Actual travel fare incurred by an employee, for journey undertaken by the employee and his family to any place in India is exempt from tax. This exemption can be availed of two journeys made in a block of four calendar years. This benefit is entitled for the next 3 financial years and will be auto renewed. There is no quantum of exemption laid by the Act, however a limit to the extent of economy class airfare or air-conditioned first-class train fare by the shortest route has been prescribed. This is worth INR 48,000.
- (b) The Company will reimburse leave travel Expenses incurred by you and your family up to maximum of the extent of the limit prescribed subject to production of the prescribed declaration and original tickets, boarding passes, receipts etc.
- (c) For this purpose, “family” means spouse and children and parents, brothers and sisters if they are wholly or mainly dependent on the employee.
- (d) You may choose, at the beginning of the financial year, not to claim reimbursement of LTA. In such a case the amount mentioned in the prescribed limit will be paid per month and is subject to tax.

## **3. Telephone Allowance:**

Exemption worth INR 36,000 P.A can be availed on the telephone & internet used at home towards Company use.

## **4. Special Allowance:**

The balance amount will be the special allowance which will be fully taxed.

**Annexure 3**  
**Summary of Benefits\***

Particulars	Description
A	Leave Entitlement  Employees are eligible for 42 days of paid leave per calendar year. Additional leave entitlement includes Parental, Marriage & Bereavement leave. Leave will be governed by the Leave Policy of the Company, as modified, and amended from time to time.
B	Flexible working Hours  In line with our philosophy of work– life Integration, the Company provides a flexible work environment to its employees. Laptops are provided to employees. based on business requirements
C	Group Medical Insurance (GMI)  You will have flexibility to choose and customize your Insurance Plan under ' <b>InMobiFlex</b> ' program. As a part of this program, you can enhance your insurance coverage, customize the dependent coverage, or opt for additional wellness benefit through a combination of flex points and contributions from your payroll. There is a digital wallet with flex points loaded on pro-data basis on your date of joining to it and you can choose optional benefits and use the wallet to fund them. If the chosen plan exceeds the available flex points, the remaining balance will be deducted from salary in equal installment calculated until January 17 <sup>th</sup> of the following year. In absence of any active choice, you will be enrolled in the default plan covering the employee, spouse/partner, and up to 2 dependent children with INR 10,00,000 sum insured coverage.
D	Group Personal Accident Insurance (GPA)  You will be covered under the Personal Accident Insurance Scheme for an amount up to 2 times your Annual Fixed Salary with a maximum limit of <b>INR 50,00,000</b> . In the case of temporary total disablement, the policy will compensate 1% of the sum insured subject to maximum of INR 50,000 every week (up to a maximum of 104 weeks). These benefits can be further enhanced up to 2 times more under the ' <b>InMobiFlex</b> ', the additional premium will have to be borne by you and will adjusted from the salary in case you have exhausted the set limit of flex points. Additionally, you can opt to cover Spouse/Partner up to INR 10,00,000 under personal accident insurance with additional premium.
E	Group Term Life Insurance (GTL)  Sum assured is 3 times the employee's Annual Total Salary; subject to a minimum coverage of INR 50,00,000 and maximum at INR 5,00,00,000.
F	Flexi PF Contribution  Employees have the option to contribute INR 1800/ month instead of the default 12% of basic salary as PF contribution. Employees can decide the same at the time of joining. Employer contribution will be 1800 INR/ month. Detailed information will be shared in the new joiner's handbook post offer acceptance.

Other Benefits will be shared with you following commencement of employment.

I hereby understand and accept this offer letter proposal.

**Signature:** {{CANDIDATE\_SIGNATURE}}

**Name:** Ayush Jha

**Date:** {{CANDIDATE\_SIGNATURE\_DATE}}