

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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event Reported): August 6, 2026

PubMatic, Inc.

(Exact Name of Registrant as Specified in Charter)

Delaware

(State or Other Jurisdiction of Incorporation)

001-39748

(Commission File Number)

20-5863224

(I.R.S. Employer Identification Number)

N/A

(Address of Principal Executive Offices) (Zip Code)

N/A

(Registrant's telephone number, including area code)

N/A

(Former name or former address, if changed since last report)

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:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, par value \$0.0001 per share	PUBM	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

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 of Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On August 6, 2026, PubMatic, Inc. (the "Company") announced the appointment of Megan Ramm as the Company's Global Chief Revenue Officer, effective August 10, 2026. In this role, Ms. Ramm will lead the Company's global revenue strategy and execution across its teams in the Americas, EMEA, and APAC. Ms. Ramm, 45, most recently served as Head of Global Sales at Uber Advertising, a division of Uber Technologies, Inc., where she led that organization's global sales function. Prior to Uber, Ms. Ramm held a sales leadership role at Snap Inc. and spent six years at Google LLC in search and programmatic advertising sales. She began her media career at Forbes Media LLC and Thomson Reuters Corporation.

There are no family relationships between Ms. Ramm and any director or executive officer of the Company required to be disclosed pursuant to Item 401(d) of Regulation S-K, and there are no transactions involving Ms. Ramm that would require disclosure under Item 404(a) of Regulation S-K.

In connection with her appointment, the Company and Ms. Ramm entered into an offer letter dated June 24, 2026 (the "Offer Letter"), pursuant to which Ms. Ramm is entitled to: (i) an initial annual base salary of \$500,000; (ii) eligibility to earn an annual performance bonus with an on-target amount of \$500,000 under the Company's Executive Bonus Plan, prorated for 2026 based on her start date; and (iii) equity awards under the Company's 2020 Equity Incentive Plan, consisting of (a) a one-time new-hire grant of restricted stock units with a grant-date value of \$3,450,000, and (b) an annual equity award with a target value of \$2,300,000 (with the first annual grant to be made in 2027, prorated to her start date), in each case subject to approval by the Company's Board of Directors and vesting over four years in equal quarterly installments. The Company's 2026 Executive Bonus Plan referenced above was previously filed as Exhibit 10.12 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2025 (filed February 26, 2026), and is incorporated herein by reference.

Ms. Ramm is also a party to the Company's standard form of Tier 2 Retention Agreement, which provides for certain severance and equity acceleration benefits upon a qualifying termination of employment, and has executed the Company's standard Employment, Confidential Information and Invention Assignment Agreement. Ms. Ramm's Retention Agreement is substantially identical to the Company's Form of Tier 2 Retention Agreement previously filed as Exhibit 10.29 to the Company's Registration Statement on Form S-1/A filed November 30, 2020, and incorporated herein by reference, except as to the parties and dates thereto. Ms. Ramm's employment with the Company is at will.

The foregoing description of the Offer Letter does not purport to be complete and is qualified in its entirety by reference to the full text of the Offer Letter, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference. A copy of the press release announcing Ms. Ramm's appointment is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	<u>Offer Letter, by and between PubMatic, Inc. and Megan Ramm, dated June 24, 2026.</u>
99.1	<u>Press Release of the Company, dated August 10, 2026.</u>
104	Cover Page Interactive Data File (embedded within the inline XBRL document).

SIGNATURE

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

PUBMATIC, INC.

Date: August 11, 2026

By: /s/ Steven Pantelick
Steven Pantelick
Chief Financial Officer



June 18, 2026

Megan Ramm

New York, NY

[Personal email address intentionally omitted]

Dear Megan:

PubMatic, Inc. (the "Company" or "PubMatic"), a Delaware corporation, is pleased to confirm our offer to you for the position of Global Chief Revenue Officer at our New York office. Upon joining, you will report to Rajeiv Goel. The terms of our offer and benefits currently provided by the Company include the following:

Start Date. Your anticipated start date is August 10, 2026. If your start date will differ from this date, please notify PubMatic at your earliest convenience.

Starting Salary. For your services rendered to PubMatic, during your employment you will receive an initial base salary at an annual rate of \$500,000. Your base salary will be paid in periodic installments in accordance with PubMatic's regular payroll practices and will be subject to applicable withholdings and deductions.

Bonus. You will be eligible to receive performance bonus with an on-target bonus amount of \$500,000 *per annum* under the Company's Executive Bonus Plan. The bonus is prorated based on start date and paid annually based on achievement of goals, individual and/or Company targets, and your performance review. The complete terms and conditions of this bonus are set forth in the attached Executive Bonus Plan. Your bonus will be subject to applicable withholdings and deductions.

Equity. Under the Company's 2020 Equity Incentive Plan or any successor equity plan (the "Plan"), and subject to approval by the Company's Board of Directors (the "Board") or its delegates, the Company plans to grant you (a) an annual award of restricted stock units ("RSUs") and/or stock options with an aggregate value of \$2,300,000 per year ("Annual Equity Grant"), and (b) a one-time, new-hire grant of RSUs with a value of \$3,450,000 ("New Hire Grant"). If approved, the number of shares granted under these awards will be determined by using the fair market value of the Company's Common Stock, based on the methodology adopted by the Board as of your grant date, and rounded to the nearest number of shares. These awards shall vest over a period of 4 years, subject to your continued employment, with 1/16th vesting each quarter until fully vested. The Board plans to grant your first Annual Equity Grant in 2027 with proration to your Start Date. In all cases, your Equity grants will be subject to the terms and conditions of the Plan, the applicable grant agreement, and applicable law. Please note that the grant of such awards by the Company is subject to approval by the Board and this promise to recommend such approval is not a promise of compensation and is not intended to create any obligation on the part of the Company.

At-Will Employment and Retention Agreement. While we look forward to a long and profitable relationship, you will be an at-will employee of the Company. In connection with your employment, you will also be provided with a Retention Agreement, which provides for certain severance and equity acceleration benefits in connection with qualifying termination events. A copy of that agreement is attached hereto.

Benefits. In addition, you will be eligible to participate in regular health insurance and other employee benefit plans established by the Company for its employees from time to time, in accordance with the terms of the applicable plan documents.

Authorization to Work. In accordance with the Immigration Reform and Control Act of 1986, employers must complete a Form I-9 Employment Eligibility Verification for all new hires in the United States, regardless of citizenship, within three business days of commencement of employment. To comply with this requirement, within three business days of your start date, you must present valid documentation verifying your identity and demonstrating that you have authorization to work for the Company in the United States. If you have questions about this requirement, you may contact our office.

Arbitration.

IMPORTANT: PLEASE BE ADVISED THAT THIS AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS BETWEEN YOU AND THE COMPANY CAN BE BROUGHT. PLEASE REVIEW THIS SECTION REGARDING ARBITRATION CAREFULLY, AS IT REQUIRES YOU TO RESOLVE ALL DISPUTES WITH THE COMPANY ON AN INDIVIDUAL BASIS AND, WITH LIMITED EXCEPTIONS, THROUGH FINAL AND BINDING ARBITRATION.

You and PubMatic agree that any and all disputes, claims, or causes of action, in law or equity, arising from or relating to the enforcement, interpretation, applicability, arbitrability, or scope of this agreement, or that arise out of or relate to your employment, the terms and conditions of employment, or the termination of your employment (collectively, "Claims"), shall be resolved to the fullest extent permitted by law by final, binding, and (to the extent permitted by law) confidential arbitration as provided for below (the "Arbitration Agreement"). Claims subject to this Arbitration Agreement shall (a) include, but not be limited to, as applicable, Claims pursuant to any federal, state or local law, ordinance, regulation, or statute, including (without limitation) the Age Discrimination in Employment Act, as amended; Title VII of the Civil Rights Act of 1964, as amended; the Americans With Disabilities Act of 1990; the federal Fair Labor Standards Act; the Equal Pay Act; the Family and Medical Leave Act; the Worker Retraining Notification Act; the Genetic Information Nondiscrimination Act of 2008; the Families First Coronavirus Response Act; the Coronavirus Aid, Relief, and Economic Security ("CARES") Act; the American Rescue Plan Act of 2021; the California Fair Employment and Housing Act; the California Pregnancy Disability Leave Law; the California Family Rights Act; the California Constitution; any Wage Orders promulgated by the California Industrial Welfare Commission as well as any related wage and hour law or regulation as set forth in the California Labor Code and the opinions issued by the California Department of Labor Standards Enforcement; the New York State Human Rights Law; the New York City Human Rights Law; the New York State Labor Law; any other applicable state or local laws, rules or regulations; and Claims pursuant to any common law, tort law or contract law, including (without limitation) breach of contract or other promise, discrimination, retaliation, wrongful discharge, fraud, misrepresentation, defamation, and emotional distress, and (b) exclude Claims that by law are not subject to arbitration such as those involving sexual assault and/or sexual harassment as those terms are defined in the federal Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021.

The terms and conditions relating to binding arbitration are as follows:

- (1) This Arbitration Agreement provides the sole and exclusive method of resolving Claims between you and PubMatic, except where otherwise prohibited by law. Nothing in this Arbitration Agreement shall affect or restrict your right to file an administrative charge, cooperate, or speak with any federal, state or local government agency (including, but

not limited to, the National Labor Relations Board, the Equal Employment Opportunity Commission, the Securities and Exchange Commission, the Department of Labor, or any state or local human rights or law enforcement agency). However, the parties agree that, to the fullest extent permitted by law, arbitration shall be the exclusive remedy for the subject matter of any administratively filed Claims commenced by you or brought on your behalf.

- (2) Except as specifically provided herein, the Federal Arbitration Act shall govern the interpretation and enforceability of this Arbitration Agreement, and any arbitration proceedings pursuant this Arbitration Agreement. The law applied by an arbitrator shall be the law of the state of the PubMatic office to which you report, unless you have a permanent remote working arrangement in which case the law applied shall be the law of the state where you actually perform your work.
- (3) Any demand for arbitration of Claims by you or PubMatic must be made to the other in writing. All applicable statutes of limitations in the law of the state of the PubMatic office to which you report will apply to the Claims that are the subject of the demand for such arbitration.
- (4) The Claim(s) shall be submitted to, and decided by a single, neutral arbitrator selected from, Judicial Arbitration and Mediation Services (JAMS) (or its successors) under the JAMS Employment Arbitration Rules and Procedures, available online at jamsadr.com/rules-employment-arbitration/. To the extent that the Employment Arbitration Rules and Procedures do not apply, the dispute shall be governed by the JAMS Comprehensive Arbitration Rules & Procedures, available online at jamsadr.com/rulescomprehensive-arbitration/. If you are unable to access these rules, please notify Human Resources and you will be provided with a hardcopy. The arbitration proceedings shall be conducted in New York, New York.
- (5) The decision of the arbitrator shall be final and binding on you and PubMatic, subject to the right to seek judicial review in accordance with applicable law. The arbitrator shall: (a) have the authority to compel adequate discovery for the resolution of all Claims and to award such relief as would otherwise be permitted by law; and (b) issue a written arbitration decision including the arbitrator's essential findings and conclusions and a statement of the award. Any right of review of the arbitrator's decision shall be governed by the applicable civil procedure rules.
- (6) PubMatic shall pay all fees charged by JAMS related to the arbitration of Claims. If you are represented by counsel, you will be responsible for your own attorneys' fees and costs, subject to any fees and costs awarded by the arbitrator (when available under applicable law).
- (7) You and PubMatic shall be entitled to engage in reasonable discovery, including depositions, interrogatories, requests for production of documents and things, requests for admissions, physical and mental examinations, expert discovery, and the issuance of subpoenas. Any disputes concerning discovery, including limitations thereon, shall be decided by the arbitrator. The arbitrator shall have the power and authority to impose evidentiary or monetary sanctions, including the payment of attorneys' and/or arbitrator's fees, in accordance with the applicable state's law.

- (8) This Arbitration Agreement shall be binding upon your heirs, administrators, executors, successors, and assigns, and shall inure to the benefit of any successors or assigns of PubMatic.
- (9) Nothing in this Arbitration Agreement is intended to prevent either you or the Company from obtaining injunctive relief in a court of law regarding the improper use, disclosure or misappropriation of a party's private, proprietary, confidential or trade secret information.
- (10) Arbitration shall proceed solely on an individual basis without the right for any Claims to be arbitrated on a class, consolidated, or collective-action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to Claims between you and PubMatic alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.

You agree and represent that you have had the opportunity to consult an attorney of your choice to obtain legal advice regarding the import and effect of this Arbitration Agreement. You acknowledge your voluntary agreement to this Arbitration Agreement by signing this letter. PubMatic reserves the right to amend this Arbitration Agreement at any time, upon reasonable notice.

In the event a court of competent jurisdiction rules that one or more of the above terms, conditions, or provisions of this Arbitration Agreement are void or unenforceable, such term(s), condition(s), or provision(s) shall be severed and the remainder of such terms, conditions, or provisions enforced.

Confidentiality; Compliance with Policies. As an employee of the Company, you will have access to certain confidential information of the Company and you may, during the course of your employment, develop certain information or inventions that will be the property of the Company. To protect the interests of the Company, as a condition of your employment you will be required to sign the Company's EMPLOYMENT, CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT. A copy of that agreement is attached hereto. We wish to impress upon you that we do not want you to, and we hereby direct you not to, bring with you any confidential or proprietary material of any former employer or to violate any other obligations you may have to any former employer. You will disclose to the Company in writing any other gainful employment, business or activity that you are currently associated with or participate in that competes with the Company.

Complete Agreement. This offer letter (together with the EMPLOYMENT, CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT, the RETENTION AGREEMENT, and the EXECUTIVE BONUS PLAN), represents the entire agreement between you and the Company with respect to the material terms and conditions of your employment, and supersedes and replaces any and all prior verbal or written discussions, negotiations and/or agreements between you and the Company relating to the subject matter hereof.

Counterparts. This offer letter may be executed (i) in counterparts, each of which shall be an original, with same effect as if the signatures hereto were on the same instrument; and (ii) by facsimile or pdf. The parties agree that such facsimile or pdf signatures shall be deemed original signatures for all purposes.

Acceptance. If you decide to accept our offer, and I hope you will, please sign the enclosed copy of this letter in the space indicated. Your signature will acknowledge that you have read and understood and agreed to the terms and conditions of this offer letter and the attached documents. This offer is contingent upon successful completion of a background investigation and reference checks.

Electronic Signature Affirmation. If signed electronically, I agree, and it is my intent, to sign this record/document and affirmation by electronic signature such as AdobeSign or DocuSign and by electronically submitting this record/document to the Company. I understand that my signing and submitting this record/document in this fashion is the legal equivalent of having placed my handwritten signature on the submitted record/document and this affirmation. I understand and agree that by electronically signing and submitting this record/document in this fashion I am affirming to the truth of the information contained herein.

We look forward to the opportunity to welcome you to the Company.

Very truly yours,

/s/ _____
Rajeev Goel
Co-founder & CEO

/s/ _____
Megan Ramm
Date: June 24, 2026

Enclosures: Retention Agreement
Confidential Information and Invention Assignment Agreement
2026 Executive Bonus Plan

PubMatic Appoints Megan Ramm as Global Chief Revenue Officer to Accelerate Growth as AI Transforms Digital Advertising

Veteran revenue leader from Uber Advertising, Google to lead global revenue strategy and execution as company deepens relationships with brands, agencies, DSPs and publishers

NO-HEADQUARTERS/REDWOOD CITY, Calif., Aug. 10, 2026 (BUSINESS WIRE) PubMatic, Inc. (Nasdaq: PUBM), the leading AI-powered ad tech company delivering digital advertising performance, today announced the appointment of Megan Ramm as Global Chief Revenue Officer. The appointment reflects PubMatic's strong momentum and positions the company to accelerate its expansion with advertisers and agencies as AI transforms how digital advertising is bought, sold and optimized. Based in New York, Ramm will lead PubMatic's global revenue strategy and execution across publisher and buyer teams in the Americas, EMEA and APAC.

Ramm joins PubMatic from Uber Advertising, where she served as Head of Global Sales, leading the multi-billion-dollar sales organization responsible for building and expanding relationships with many of the world's leading brands and agencies. Previously, she was an early sales leader at Snap, spent six years at Google on search and programmatic sales, and began her media career at Forbes and Reuters.

"As our AI-native capabilities prove themselves with advertisers and agencies, we need a leader who can scale those relationships and capture the market opportunity ahead. Megan is the one to lead that charge," said Rajeev Goel, Co-Founder and CEO. "She understands the full advertiser journey and has a proven track record of building high-performing sales organizations. Her appointment reinforces our commitment to putting customers first and delivering the best solutions for advertisers, agencies and publishers during this transformational moment."

In her new role, Ramm will focus on expanding the company's position across performance advertising, connected TV, mobile app and agentic advertising, while deepening the company's relationships with brands, agencies, DSPs and publishers.

"I'm excited to join PubMatic at this pivotal moment for the company and for the industry," said Megan Ramm. "PubMatic is uniquely positioned to lead the AI transformation in digital advertising. My focus is clear: bring executional rigor and a genuine commitment to delivering results for advertisers, and help drive growth that translates into stronger publisher partnerships. This is an exciting inflection point, and I'm thrilled to be joining this team."

The appointment follows PubMatic's strong second quarter 2026 performance, announced last week, including the company's return to double-digit year-over-year revenue growth ahead of schedule, expanded profitability and continued momentum across its AI-native platform and higher-growth business lines.

About PubMatic

PubMatic is the leading AI-powered ad tech company delivering digital advertising performance. Through an intelligent, unified platform that connects buyers, publishers, data partners, and commerce media networks, PubMatic delivers superior performance with greater transparency, control, and efficiency. Since 2006, PubMatic has pioneered major advances in programmatic advertising, from enabling the first OpenRTB transactions to embedding AI-driven optimization and privacy-focused innovation across its platform. With omnichannel scale, proven reliability, and a track

record of continuous innovation, PubMatic is building a more intelligent, profitable, and sustainable open internet. Built to Connect. Powered to Perform.

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