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**SECURITIES AND EXCHANGE COMMISSION**  
**Washington, D.C. 20549**

**SCHEDULE 13D**

**Under the Securities Exchange Act of 1934**

(Amendment No. 3)\*

**SONIM TECHNOLOGIES, INC.**

(Name of Issuer)

**common stock, \$0.001 par value**

(Title of Class of Securities)

**83548F309**

(CUSIP Number)

**Arthur Marcus, Esq.**  
**Sichenzia Ross Ference Carmel, 1185 Avenue of the Americas, 31st floor**  
**New York, NY, 10036**  
**212-930-9700**

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**Nixon Peabody LLP, 55 West 46th Street**  
**New York, NY, 10036**  
**(212) 940-3000**

**Conrad Adkins, Esq.**  
**Nixon Peabody LLP, 55 West 46th Street**  
**New York, NY, 10036**  
**(212) 940-3000**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**03/11/2025**

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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**SCHEDULE 13D**

**CUSIP No.**

**83548F309**

**1**

**Name of reporting person**

**AJP Holding Company, LLC**

2	Check the appropriate box if a member of a Group (See Instructions)	
	<input checked="" type="checkbox"/> (a)	
	<input type="checkbox"/> (b)	
3	SEC use only	
4	Source of funds (See Instructions)	
	AF	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)	
	<input type="checkbox"/>	
6	Citizenship or place of organization	
	DELAWARE	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power
		0.00
	8	Shared Voting Power
		0.00
	9	Sole Dispositive Power
		0.00
	10	Shared Dispositive Power
		1,946,345.00
11	Aggregate amount beneficially owned by each reporting person	
	1,946,345.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)	
	<input type="checkbox"/>	
13	Percent of class represented by amount in Row (11)	
	33.1 %	
14	Type of Reporting Person (See Instructions)	
	OO	

**Comment for Type of Reporting Person:**

(1) Beneficial ownership of the shares of common stock owned by AJP Holding Company, LLC are also attributable to (i) Jeffrey Wang, the sole manager of AJP Holding Company, LLC; (ii) Orbic North America, LLC; (iii) Ashima Narula, the sole member and manager of Orbic North America, LLC.; and (iv) Parveen Narula, the Chief Executive Officer of Orbic North America, LLC. and, thus, are reported by more than one Reporting Person pursuant to Rule 13d-3 under the Act.

(2) Percentage calculated based on 5,872,548 shares of common stock outstanding on February 21, 2025, as reported in the Form 8-K filed by the Issuer on February 21, 2025.

## SCHEDULE 13D

CUSIP No.	83548F309
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1	Name of reporting person
	Jeffrey Wang

2	Check the appropriate box if a member of a Group (See Instructions)	
	<input checked="" type="checkbox"/> (a)	<input type="checkbox"/> (b)
3	SEC use only	
4	Source of funds (See Instructions) OO	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or place of organization UNITED STATES	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 0.00
	8	Shared Voting Power 0.00
	9	Sole Dispositive Power 0.00
	10	Shared Dispositive Power 1,946,345.00
11	Aggregate amount beneficially owned by each reporting person 1,946,345.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 33.1 %	
14	Type of Reporting Person (See Instructions) IN	

**Comment for Type of Reporting Person:**

(1) Beneficial ownership of the shares of common stock owned by AJP Holding Company, LLC are also attributable to: (i) Jeffrey Wang, the sole manager of AJP Holding Company, LLC; (ii) Orbic North America, LLC; (iii) Ashima Narula, the sole member and manager of Orbic North America, LLC.; and (iv) Parveen Narula, the Chief Executive Officer of Orbic North America, LLC., and, thus, are reported by more than one Reporting Person pursuant to Rule 13d-3 under the Act.

(2) Percentage calculated based on 5,872,548 shares of common stock outstanding on February 21, 2025, as reported in the Form 8-K filed by the Issuer on February 21, 2025.

**SCHEDULE 13D**

CUSIP No.	83548F309
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1	Name of reporting person Orbic North America, LLC.
2	Check the appropriate box if a member of a Group (See Instructions) <input checked="" type="checkbox"/> (a) <input type="checkbox"/> (b)

3	SEC use only	
4	Source of funds (See Instructions) WC, OO	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or place of organization NEW YORK	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 0.00
	8	Shared Voting Power 1,947,345.00
	9	Sole Dispositive Power 0.00
	10	Shared Dispositive Power 1,000.00
11	Aggregate amount beneficially owned by each reporting person 1,947,345.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 33.1 %	
14	Type of Reporting Person (See Instructions) OO	

**Comment for Type of Reporting Person:**

(1) Beneficial ownership of the shares of common stock owned by AJP Holding Company, LLC are also attributable to: (i) Jeffrey Wang, the sole manager of AJP Holding Company, LLC; (ii) Orbic North America, LLC; (iii) Ashima Narula, the sole member and manager of Orbic North America, LLC.; and (iv) Parveen Narula, the Chief Executive Officer of Orbic North America, LLC., and, thus, are reported by more than one Reporting Person pursuant to Rule 13d-3 under the Act.

(2) Percentage calculated based on 5,872,548 shares of common stock outstanding on February 21, 2025, as reported in the Form 8-K filed by the Issuer on February 21, 2025.

## SCHEDULE 13D

CUSIP No.	83548F309
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1	Name of reporting person Ashima Narula
2	Check the appropriate box if a member of a Group (See Instructions) <input checked="" type="checkbox"/> (a) <input type="checkbox"/> (b)
3	SEC use only

4	Source of funds (See Instructions) WC, OO	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or place of organization UNITED STATES	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 0.00
	8	Shared Voting Power 1,947,345.00
	9	Sole Dispositive Power 0.00
	10	Shared Dispositive Power 1,000.00
11	Aggregate amount beneficially owned by each reporting person 1,947,345.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 33.1 %	
14	Type of Reporting Person (See Instructions) IN	

**Comment for Type of Reporting Person:**

(1) Beneficial ownership of the shares of common stock owned by AJP Holding Company, LLC are also attributable to: (i) Jeffrey Wang, the sole manager of AJP Holding Company, LLC; (ii) Orbic North America, LLC; (iii) Ashima Narula, the sole member and manager of Orbic North America, LLC.; and (iv) Parveen Narula, the Chief Executive Officer of Orbic North America, LLC., and, thus, are reported by more than one Reporting Person pursuant to Rule 13d-3 under the Act.

(2) Percentage calculated based on 5,872,548 shares of common stock outstanding on February 21, 2025, as reported in the Form 8-K filed by the Issuer on February 21, 2025.

## SCHEDULE 13D

CUSIP No.	83548F309
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1	Name of reporting person Parveen Narula
2	Check the appropriate box if a member of a Group (See Instructions) <input checked="" type="checkbox"/> (a) <input type="checkbox"/> (b)
3	SEC use only
4	Source of funds (See Instructions) WC, OO
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>

6	Citizenship or place of organization UNITED STATES	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 0.00
	8	Shared Voting Power 1,947,345.00
	9	Sole Dispositive Power 0.00
	10	Shared Dispositive Power 1,000.00
11	Aggregate amount beneficially owned by each reporting person 1,947,345.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 33.1 %	
14	Type of Reporting Person (See Instructions) IN	

**Comment for Type of Reporting Person:**

(1) Beneficial ownership of the shares of common stock owned by AJP Holding Company, LLC are also attributable to: (i) Jeffrey Wang, the sole manager of AJP Holding Company, LLC; (ii) Orbic North America, LLC; (iii) Ashima Narula, the sole member and manager of Orbic North America, LLC.; and (iv) Parveen Narula, the Chief Executive Officer of Orbic North America, LLC., and, thus, are reported by more than one Reporting Person pursuant to Rule 13d-3 under the Act.

(2) Percentage calculated based on 5,872,548 shares of common stock outstanding on February 21, 2025, as reported in the Form 8-K filed by the Issuer on February 21, 2025.

## SCHEDULE 13D

**Item 1. Security and Issuer**

- (a) **Title of Class of Securities:**  
common stock, \$0.001 par value
- (b) **Name of Issuer:**  
SONIM TECHNOLOGIES, INC.
- (c) **Address of Issuer's Principal Executive Offices:**  
4445 Eastgate Mall, Suite 200, San Diego, CALIFORNIA , 92121.

**Item 2. Identity and Background**

- (a) This Statement is filed jointly by AJP Holding Company, LLC, a Delaware limited liability company ("AJP"), Jeffrey Wang, a citizen of the United States of America, Orbic North America, LLC., a New York limited liability company, ("Orbic"), Ashima Narula and Parveen Narula, each a citizen of the United States of America. Each of the foregoing is referred to as a "Reporting Person" and collectively as the "Reporting Persons."

Information concerning the manager and executive officers of Orbic is set forth on Annex A attached hereto.

The Reporting Persons may be deemed to constitute a group within the meaning of Rule 13d-5 under the Act.

- (b) The principal office address or business of each Reporting Person is as follows: (i) for AJP and Jeffery Wang, P.O. Box 2729, Sunnysvale, CA 94087; and (ii) for Orbic and Ashima Narula and Parveen Narula, 555 Wireless Blvd., Hauppauge, NY 11788.

Information concerning the manager and executive officers of Orbic is set forth on Annex A attached hereto.

(c) (1) AJP is a Delaware limited liability company of which Jeffery Wang is the sole manager. AJP has been formed to act as a private investment entity for Mr. Wang and his family members. (2) Mr. Wang is a Software Engineer at Plaid Inc., a California-based financial services company, and a member of the Board of Directors of the Issuer, which is a provider of ultra-rugged mobility solutions. The business address of Plaid Inc. is 1098 Harrison St., San Francisco, CA 94103. The business address of the Issuer is 4445 Eastgate Mall, Suite 200, San Diego, California 9212. (3) Orbic is a technology company focused on developing and manufacturing innovative mobile solutions from smartphones and tablets to mobile hotspots and connected laptops. (4) Parveen Narula serves as Chief Executive Officer of Orbic. (5) Ashima Narula is the sole member and manager of Orbic. The business address of Orbic is 555 Wireless Blvd., Hauppauge, NY 11788. Information concerning the manager and executive officers of Orbic is set forth on Annex A attached hereto.

(d) During the last five years, none of the Reporting Persons has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

Information concerning the manager and officers of Orbic is set forth on Annex A attached hereto

(e) During the last five years, none of the Reporting Persons has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree, or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Information concerning the manager and officers of Orbic is set forth on Annex A attached hereto.

(f) AJP is a Delaware limited liability company. Mr. Wang is a citizen of the United States of America. Orbic is a limited liability company formed under the laws of New York. Each of Mr. and Ms. Narula are citizens of the United States.

Information concerning the manager and officers of Orbic is set forth on Annex A attached hereto

**Item 3. Source and Amount of Funds or Other Consideration**

Item 3 of the Schedule 13D is amended and supplemented by the addition of the following:

The information set forth in the amended and supplemented additions to Items 4 and 5 of this Schedule 13D Amendment No. 3 are hereby incorporated by reference into this Item 3.

1,000 shares of common stock of the Company were purchased by and are directly held by Orbic. The funds used to purchase the common stock came from the working capital of Orbic.

The purchase price was \$2.19 per share.

**Item 4. Purpose of Transaction**

Item 4 of the Schedule 13D is amended and supplemented by the addition of the following paragraphs at the end of Item 4:

On January 10, 2025, Orbic entered into a non-binding Preliminary Summary of Terms and Conditions (the "LOI") with AJP for the purchase by Orbic of 973,173 shares of common stock of the Company at a purchase price of \$4.21 per share, which was equal to the current market price of the shares of common stock of the Company plus a 30% premium (the "Purchase Price"), for aggregate consideration of \$ 4.1 million. In addition, the LOI provides for AJP to grant Orbic an option to purchase an additional 486,586 shares of common stock of the Issuer and a right of first purchase relative to remaining 486,587 shares of common stock retained by AJP. The LOI provides that the Purchase Price will be paid as follows: (i) \$200,000 on the date of signing of a definitive purchase agreement as a non-refundable deposit of the Purchase Price; and (ii) the balance to be paid within six months of the closing of the transaction. The LOI also provides for Orbic to pledge the shares of common stock being sold to AJP as security for the payment. Orbic and AJP have negotiated, finalized and placed in escrow signed definitive documents to carry out the terms of the LOI. The escrow remains in place and has not been released. The foregoing discussion does not purport to be complete and is qualified in its entirety by the terms and conditions of the LOI, a copy of which is attached as Exhibit 99.2 hereto and incorporated by reference herein.

On March 11, 2025, AJP and Orbic entered into, an Irrevocable Proxy Agreement (the "Proxy Agreement") with AJP to provide Orbic with sole voting power over all 1,946,345 shares of the Company held by AJP to use in connection with a contemplated proxy solicitation for the election of a slate of nominees for election to the Company's board of directors at its 2025 annual meeting of stockholders. The Proxy Agreement also provides that AJP may not dispose of any shares of common stock of the Company without the consent of Orbic during the term of the Proxy Agreement. The foregoing discussion does not purport to be complete and is qualified in its entirety by the terms and conditions of the Irrevocable Proxy Agreement, a copy of which is attached as Exhibit 99.3 hereto and incorporated by reference herein.

The Reporting Persons and certain members of AJP are in discussions concerning the possible sale or other transfer to Orbic of up to 60% of the membership interests in AJP. These discussions have not been concluded. In connection with such discussions, the transactions contemplated by the LOI may be amended or terminated. There can be no assurance that such discussions will result in definitive agreements with respect to such matters.

On March 18, 2025, Orbic purchased 1,000 shares of common stock of the Company in the open market at a price of \$2.19 per share.

The Reporting Persons have indicated their intent to seek the election of five nominees for the five seats for which votes will be solicited in connection with the Company's 2025 annual meeting of stockholders.

In addition, although no final decisions with respect thereto have been made, the Reporting Persons have explored, and intend to explore further, the feasibility of, and additional strategies for, obtaining control of the Company, and have considered, and will continue to consider, among other possibilities, (i) making a proposal to the Company for a merger or other business combination, (ii) acquiring additional shares (subject to the availability of shares at prices deemed favorable), from time to time in the open market, in privately negotiated transactions, by tender offer, or otherwise, (iii) seeking further representation on the Company's Board of Directors, and (iv) filing such documents, obtaining such approvals and taking such other action as may be necessary or appropriate to effect any of the foregoing.

Mr. Narula has held the preliminary discussions with AJP's investment bankers regarding the matters discussed in this Item 4.

The Reporting Persons, should they acquire control of the Company, contemplate that they would conduct a detailed review of the Company and its business, assets, corporate structure, dividend policy, capitalization, operations, properties, policies, management and personnel, and consider what, if any changes would be desirable in light of circumstances then existing. While the Reporting Persons currently have not made any final determination to sell or close any of the Company's operations, based upon a preliminary review of publicly available information, it is anticipated that certain properties and businesses of the Company may be sold or otherwise disposed of.

Alternatively, while it is not the Reporting Persons' present intention to do so, the Reporting Persons may also dispose of all or a portion of any shares of the Company common stock that they obtain in the open market, in privately negotiated transactions, or otherwise.

Although the foregoing represents the general range of activities presently contemplated by the Reporting Persons with respect to the Company, the Reporting Persons intend to review their investment in the Issuer on a continuing basis and depending upon various factors, including without limitation, the Issuer's financial position and strategic direction, the outcome of any discussions referenced above, overall market conditions, other investment opportunities available to any one or more of the Reporting Persons, and the availability of securities of the Issuer at prices that would make the purchase or sale of such securities desirable, the Reporting Persons may endeavor (i) to increase or decrease their position in the Issuer through, among other things, the purchase or sale of securities of the Issuer, including through transactions involving the shares of common stock or other securities of the Issuer in the open market or in private transactions, on such terms and at such times as the Reporting Persons may deem advisable and/or (ii) to enter into transactions that increase or decrease their economic exposure to the shares of common stock without affecting their beneficial ownership of the shares of common stock or adjust their exposure to the shares of common stock in ways that would affect their beneficial ownership of the shares of common stock. In addition, the Reporting Persons may, at any time and from time to time, (i) review or reconsider their position and/or change their purpose and/or formulate plans or proposals with respect thereto and (ii) consider or propose one or more of the actions described in subparagraphs (a) - (j) of Item 4 of Schedule 13D.

The foregoing actions may be taken by one or more or all of the Reporting Persons.

#### **Item 5. Interest in Securities of the Issuer**

- (a) See rows (11) and (13) of the cover pages to this Schedule 13D for the aggregate number of shares of common stock and percentage of the shares of common stock beneficially owned by the Reporting Persons.

The aggregate number and percentage of shares of common stock reported beneficially owned by the Reporting Persons is based on the Issuer's disclosure of shares of common stock outstanding on February 21, 2025, as reported in the Form 8-K filed by the Issuer on February 21, 2025.

- (b) See rows (7) through (10) of the cover pages to this Schedule 13D for the number of shares of common stock as to which the Reporting Persons have the sole or shared power to vote or direct the vote and sole or shared power to dispose or to direct the disposition.



- (c) Item 5(c) of the Schedule 13D is amended and supplemented by incorporating by reference information set forth in Item 4 of the schedule 13D.
- Orbic purchased 1,000 shares of common stock of the Company on March 18, 2025 in the open market at a price of \$2.19 per share.
- (d) Orbic does not have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, shares of common stock beneficially owned by AJP pursuant to the terms of the Proxy Agreement. AJP retained the rights to receive or the power to direct the receipt of dividends from the proceeds from the sale of, shares of common stock in respect of the shares that are subject to the Proxy Agreement, until such time as the shares are transferred to Orbic pursuant to the terms of the LOI.
- (e) Not applicable.

**Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer**

Item 6 of the Schedule 13D is amended and supplemented by the addition of the following:

Reference is made to the transactions discussed in Item 4 above which is incorporated herein by reference.

On January 10, 2025, Orbic entered into a non-binding LOI with AJP for the purchase by Orbic of 973,173 shares of common stock of the Company at a purchase price of \$4.21 per share, which was equal to the current market price of the shares of common stock of the Company plus a 30% premium, for aggregate consideration of \$ 4.1 million. In addition, the LOI provides for AJP to grant Orbic an option to purchase an additional 486,586 shares of common stock of the Issuer and a right of first purchase relative to remaining 486,587 shares of common stock retained by AJP. The LOI provides that the Purchase Price will be paid as follows: (i) \$200,000 on the date of signing of a definitive purchase agreement as a non-refundable deposit of the Purchase Price; and (ii) the balance to be paid within six months of the closing of the transaction. The LOI also provides for Orbic to pledge the shares of common stock being sold to AJP as security for the payment. Orbic and AJP have negotiated, finalized and placed in escrow signed definitive documents to carry out the terms of the LOI. The escrow remains in place and has not been released. The foregoing discussion does not purport to be complete and is qualified in its entirety by the terms and conditions of the LOI, a copy of which is attached as Exhibit 99.2 hereto and incorporated by reference herein.

The Reporting Persons and certain members of AJP are in discussions concerning the possible sale or other transfer to Orbic of up to 60% of the membership interests in AJP. These discussions have not been concluded. In connection with such discussions, the transactions contemplated by the LOI may be amended or terminated. There can be no assurance that such discussions will result in definitive agreements with respect to such matters.

On March 10, 2025, Orbic entered into the Proxy Agreement with AJP to provide Orbic with sole voting power over all 1,946,345 shares of the Company held by AJP to use in connection with a contemplated proxy solicitation for the election of a slate of nominees for election to the Company's board of directors at its 2025 annual meeting of stockholders. The Proxy Agreement also provides that AJP may not dispose of any shares of common stock of the Company without the consent of Orbic during the term of the Proxy Agreement. The foregoing discussion does not purport to be complete and is qualified in its entirety by the terms and conditions of the Irrevocable Proxy Agreement, a copy of which is attached as Exhibit 99.3 hereto and incorporated by reference herein.

**Item 7. Material to be Filed as Exhibits.**

Exhibit 99.1 Annex A- List of Managers and Executive Officers.

Exhibit 99.2 Sale of Shares of Sonim Technologies, Inc. Preliminary Summary of Terms and Conditions, dated January 10, 2025, between Orbic and AJP Holding Company LLC.

Exhibit 99.3 Irrevocable Proxy Agreement, entered into on March 11, 2025, between Orbic and AJP Holding Company LLC.

Exhibit 99.4 Joint Filing Agreement among the Reporting Persons dated March 18, 2025.

**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

**AJP Holding Company, LLC**

Signature: /s/ Jeffrey Wang  
Name/Title: Jeffrey Wang, Manager  
Date: 03/18/2025

**Jeffrey Wang**

Signature: /s/ Jeffrey Wang  
Name/Title: Jeffrey Wang, Individual  
Date: 03/18/2025

**Orbic North America, LLC.**

Signature: /s/ Parveen Narula  
Name/Title: Parveen Narula, Chief Executive Officer  
Date: 03/18/2025

## Ashima Narula

**Signature:** /s/ Ashima Narula  
**Name/Title:** Ashima Narula, Individual  
**Date:** 03/18/2025

## Parveen Narula

**Signature:** /s/ Parveen Narula  
**Name/Title:** Parveen Narula, Individual  
**Date:** 03/18/2025

**Annex A****Manager and Executive Officers of Orbic North America, LLC.**

The following sets forth the name and principal occupation of each of the directors and executive officers of Orbic North America, LLC. ("Orbic"), whose address (unless otherwise specified in the Schedule 13D) is c/o Orbic North America, LLC., 555 Wireless Blvd., Hauppauge, NY 11788. Each of such persons is a citizen of the United States. During the last five years, none of the persons listed below has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors), or been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

<b>Name</b>	<b>Position with Orbic</b>
Ashima Narula	Sole member and manager of Orbic North America, LLC.
Parveen Narula	President and Chief Executive Officer of Orbic North America, LLC.
Gina Wetzel	Chief Financial Officer and Chief Operating Officer of Orbic North America, LLC.
Eileen Lever	Director of Human Resources of Orbic North America, LLC.

## Sale of Shares of Sonim Technologies, Inc.

## Preliminary Summary of Terms and Conditions

January 10, 2025

The following is a summary of the preliminary terms and conditions ("Term Sheet") for a proposed sale of shares of common stock of Sonim Technologies, Inc. ("Sonim") owned by AJP Holding Company, LLC. to Orbic North America LLC, or an affiliated entity (the "Transaction"). This Term Sheet is not intended to be a definitive agreement on all the terms of the Transaction, and such terms and any obligation of the parties with respect to the Transaction are subject to the completion of business, financial and legal due diligence and the negotiation and execution of the definitive documents for the Transaction. Notwithstanding anything to the contrary herein, the parties acknowledge and agree that their respective agreements set forth below under the headings "Expiration", "Exclusivity" and "Governing Law" are intended to be, and are, binding and enforceable agreements of the parties with respect to the matters set forth therein and shall survive the termination or expiration of this Term Sheet.

- Company:** Sonim Technologies, Inc. (NASDAQ:SONM) (the "Company").
- Seller:** AJP Holding Company LLC, a limited liability company with an office at 829 Peach Avenue, Sunnyvale, CA 94087 (the "Seller").
- Purchaser:** Orbic North America LLC, or an entity to be designated by it (the "Purchaser") with an address at 555 Wireless Blvd., Hauppauge, NY 11788
- Closing Date:** Targeted to occur within two weeks after execution of this Term Sheet.
- Terms:** Seller will sell and Purchaser will purchase an aggregate of 973,173 shares of common stock of the Company (the "Shares") owned by Seller at an aggregate purchase price of \$4.21 which is equal to the Market Price of the shares of common stock of the Company, plus a 30% premium (the "Purchase Price"). The Market Price is defined as the average closing price of the Company's Common Stock on the Nasdaq Stock Market ("Nasdaq") for the five (5) trading days preceding the date hereof. The Shares represent 50% of the shares of common stock of the Company that are owned by the Seller. The 973,172 balance of the shares of common stock of the Company owned by the Seller are referred to as the "Remaining Shares". The Purchase Price shall be paid as follows: (i) \$200,000 on the date of signing of the definitive purchase agreement as a non-refundable deposit to the Purchase Price; and (ii) the balance to be paid within six months of the closing of the Transaction (the "Closing"). The Purchaser will pledge the Shares to the Seller as security for the payment of the Purchase Price pursuant to a stock pledge agreement.
- Arrangements with respect To Remaining Shares:** (i) The Seller agrees to sign a voting agreement with the Purchaser whereby the Seller agrees to vote the Remaining Shares as directed by the Purchaser in any meeting of the Company's shareholders whereby a vote of all shareholders entitled to vote is held or in connection with actions to be taken by written consent.
- (ii) The Purchaser shall have the right to purchase (the "Option") 50% of the Remaining Shares (the "Option Shares") at any time during the three year period following the Closing (the "Option Period"). The Exercise Price of the Option shall be equal to the greater of (i) a 40% premium to the Market Price, or (ii) the then Market Price, if exercised in Year one of the Option Period. The Exercise Price shall be equal to the greater of (i) a 35% premium to the Market Price, or (ii) the then Market Price, if exercised in Year two of the Option Period. The Exercise Price shall be equal to the greater of (i) a 30% premium to the Market Price, or (ii) the then Market Price, if exercised in Year 3 of the Option Period. The Exercise Price shall be payable 60 days following the closing of such exercise.
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- (iii) During the Option Period, the Seller shall not have the right to sell any of the Option Shares. From the Closing until six months following the expiration of the Option Period, in the event the Seller desires to sell or otherwise dispose of any of the Remaining Shares that are not the Option Shares (the "Retained Shares"), the Purchaser shall have a right of first refusal to purchase the Retained Shares at a price equal to the lesser of the price agreed to with the third party or a 30% premium to the then Market Price.
- (iv) The Purchaser agrees to pay to the Seller in cash an amount of money representing the difference between the price per share paid in the Transaction and the market price of the Company's common stock three years from the date of the definitive agreement (the "Guarantee Date") multiplied by 1.3 multiplied by the number of Remaining Shares (the "Guarantee Price") not being purchased by Purchaser pursuant to (ii) above. For illustration purposes, if the Company's common stock has a Market Price of \$3.00 per share on the date of the Transaction (which would result in a Purchase Price of \$3.90 per share) and has a Market Price of \$2.90 per share on the Guarantee Date, the Buyer shall be obligated to pay to the Seller an aggregate of {973,172} which is equal to \$1.00 multiplied by the number of Remaining Shares. This obligation which shall be referred to as the Guarantee Payment shall be a personal obligation of Mike Narula and shall be paid within five (5) business days of the Guarantee Date. Even in the event that the Seller does not pay for the Shares in six months from the date of the Transaction and the Shares are returned to the Seller, the Purchaser's obligation to pay the Guarantee Payment shall remain as a binding obligation. The payment of the Guarantee Payment shall not give any ownership of the Remaining Shares to Purchaser that are not acquired pursuant to an exercise of the Option.
- Board Seat:** At the request of Purchaser, Jeffrey Wang shall resign as a member of the Board of Directors of the Company (the "Board") and he shall recommend to the Board that it fill the vacancy created thereby with a nominee designated by Purchaser.
- Mutually Exclusive Sourcing Agreement** Purchaser will recommend to the Board that the Company enter into a Sourcing Agreement with Seller's designated company which shall provide that Sonim will source all of its products from Seller's designated company at agreed upon prices and Seller's designated company will be the exclusive designer of Sonim's products to Sonim (i.e., the Company will only utilize such designated company for such design services and such designated company shall not provide design services for any entity other than the Company) until January 21, 2028.
- Certain Documentation** The definitive documents shall include a stock purchase agreement, a voting agreement and an option agreement which shall contain usual and customary provisions for transactions of this type, including, but without limitation, representations and warranties, affirmative covenants, negative covenants and events of default.
- Governing Law:** This Term Sheet shall be governed by, and construed in accordance with, the internal laws of the State of New York (without regard to conflicts of law principles). The parties hereby irrevocably consent to the exclusive jurisdiction of any New York state or United States federal court sitting in New York County, New York over any action or proceeding arising out of or relating to this Term Sheet. The Seller and the Purchaser each irrevocably agree to waive all rights to trial by jury in any such action or proceeding. The parties agree to the exclusive venue in the State of New York.

**Exclusivity:** For the time period ending 60 days following the date this Term Sheet is executed and delivered by the parties hereto, the Seller agrees not to, directly or indirectly, offer to sell, negotiate to sell, sell, purchase or lend any of the Shares or the Remaining Shares to any third party or otherwise engage in any discussions with any third party with regard to a Transaction. Promptly upon the execution and delivery of this Term Sheet, the Seller will cease any ongoing negotiations with any persons other than the Purchaser with respect to the Shares and the Remaining Shares. The Parties will not disclose the terms of this Term Sheet to any person other than their own affiliates and affiliated persons without the written consent of the other Party except as required by law or requested by a governmental authority or self-regulatory organization and except that, promptly following the execution of this Term Sheet, the parties will make a press release with regard to the Transaction, which press release shall be subject to the approval of both parties.

**Expiration:** This Term Sheet shall expire 5 days following the date first listed above unless first executed and delivered by the parties.

*(Signature page follows)*

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IN WITNESS WHEREOF, the Parties hereto have executed this Term Sheet as of the 10<sup>th</sup> day of January 2025.

**SELLER:**

AJP HOLDING COMPANY, LLC

By: /s/ Jeffrey Wang

Name: Jeffrey Wang

Title: Manager

**BUYER:**

ORBIC NORTH AMERICA LLC

By: /s/ Ashima Narula

Name: Ashima Narula

Title: Manager

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## AGREEMENT AND IRREVOCABLE PROXY

THIS AGREEMENT AND IRREVOCABLE PROXY (this “Agreement”) is entered into and made effective as of March 10, 2025 by and between AJP Holding Company, LLC (“AJP”) and Orbic North America LLC (“Orbic”).

### RECITALS

WHEREAS, AJP and Orbic have executed but not yet delivered an agreement (the “Contemplated Purchase Agreement”) with respect to, among other things, the sale by AJP to Orbic of 973,173 shares of common stock, \$0.001 par value (“Common Stock”), of Sonim Technologies, Inc., a Delaware corporation (the “Company”) (the “Contemplated Purchase Shares”);

WHEREAS, the Company has resisted the efforts of AJP to transfer the Contemplated Purchase Shares to Orbic;

WHEREAS, the Contemplated Purchase Agreement also provides that AJP will grant an irrevocable proxy to Orbic with regard to its 973,172 remaining shares of Common Stock of the Company (together with the Contemplated Purchase Shares, the “Shares”);

WHEREAS, Orbic intends to engage a proxy solicitation firm (the “Proxy Solicitor”) and legal counsel and other professionals (collectively, “Professionals”) in connection with the dispute with the Company with regard to the transfer of the Contemplated Purchase Shares, a contemplated proxy contest to be undertaken by Orbic and other matters related to the Company; and

WHEREAS, AJP will benefit from Orbic’s efforts in connection with the transfer of the Contemplated Purchase Shares to Orbic, the contemplated proxy contest and other matters related to the Company.

### AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter expressed and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, each intending to be legally bound, agree as follows:

1. Irrevocable Proxy and Power of Attorney. AJP hereby irrevocably grants to, and appoints, Orbic as AJP’s exclusive proxy and attorney-in-fact (with full power of substitution and re-substitution), for and in the name, place and stead of AJP, to attend any meeting of the shareholders of the Company on behalf of AJP or otherwise cause all of the Shares to be counted as present thereat for purposes of establishing a quorum, to vote the Shares, and/or grant a consent or approval in respect of the Shares. AJP hereby affirms that the irrevocable proxy set forth in this Section 1 is given in consideration of Orbic’s engagement of the Proxy Solicitor and Counsel. AJP hereby further affirms that the irrevocable proxy is coupled with an interest sufficient at law to support an irrevocable proxy and may under no circumstances be revoked except upon the termination of this Agreement in accordance with its terms. For purposes of this Section this Agreement shall terminate three (3) years from the date of this Agreement. AJP hereby ratifies and confirms all actions that such proxyholder may lawfully take or cause to be taken by virtue hereof. Such irrevocable proxy is executed and intended to be irrevocable, and the exercise of the voting rights of the Shares is intended to be enforceable, in accordance with the provisions of all applicable law, including Sections 212 and 218 of the Delaware General Corporation Law. The irrevocable proxy granted hereunder shall remain in full force and effect until the Contemplated Purchase Shares are sold by AJP to Orbic, except that it shall thereafter continue in full force and effect pursuant to the terms of the Voting Agreement and Irrevocable Proxy contemplated to be entered into concurrently with the Contemplated Purchase Agreement. AJP shall take all further action and execute such other instruments as may be reasonably necessary to effectuate the intent of this irrevocable proxy. AJP hereby represents that any proxies heretofore given in respect the Shares, if any, with respect to the matters set forth in Section 1 are revocable and hereby revokes any and all such proxies.

2. Certain Covenants. AJP hereby covenants and agrees that AJP shall not, and shall not offer or agree to, sell, transfer, tender, assign, hypothecate or otherwise dispose of, any of the Shares, or create or permit to exist any lien, security interest or other encumbrance on any of the Shares without the prior written approval of Orbic, at any time prior to the date on which the Contemplated Purchase Shares are sold to Orbic pursuant to the Contemplated Purchase Agreement, except that the covenants herein shall continue in full force and effect pursuant to the terms of the Call Option Agreement contemplated to be entered into concurrently with the Contemplated Purchase Agreement.

3. Expenses. AJP agrees to reimburse Orbic for, or, at Orbic’s request, pay directly fifty percent (50%) of the fees and expenses incurred by Orbic in connection with its engagement of the Proxy Solicitor and Professionals. Notwithstanding the above sentence, Orbic shall be solely responsible for the fees of Certilman Balin Adler & Hyman, LLP and AJP shall be solely responsible for the fees of Sichenzia Ross Ference Carmel LLP.

4. Miscellaneous.

4.1 Entire Agreement. This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof.

4.2 Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

4.3 Amendment. No provision of this Agreement may be amended other than by an instrument in writing signed by AJP and Orbic.

4.4 Execution. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed and considered one and the same agreement, and same shall become effective when counterparts have been signed by each party and each party has delivered its signed counterpart to the other party. A digital reproduction, portable document format (“.pdf”), or other reproduction of this Agreement may be executed by one or more parties hereto and delivered by such party by electronic signature (including signature via DocuSign or similar services), electronic mail, or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be considered valid, binding, and effective for all purposes.

4.5 Headings. The article and section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

4.6 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation, and performance of this Agreement shall be governed by, the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the

State of New York. The parties hereto hereby irrevocably waive personal service of process and consent to process being served in any such suit, action, or proceeding by mailing a copy thereof to the applicable party at the address set forth in Section 4.10 and agree that such service shall constitute good and sufficient service of process and notice thereof. The parties hereto hereby irrevocably submit to the exclusive jurisdiction of the state and federal courts sitting in Counties of Nassau or Suffolk in the State of New York, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waive, and agree not to assert in any suit, action, or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action, or proceeding is brought in an inconvenient forum or that the venue of such suit, action, or proceeding is improper. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE ANY RIGHT THEY MAY HAVE TO, AND AGREE NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

4.7 Further Assurances. The parties hereto will execute and deliver such further instruments and do such further acts and things as may be reasonably required to carry out the intent and purposes of this Agreement.

4.8 Severability. If any one of the provisions contained in this Agreement, for any reason, shall be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall remain in full force and effect and be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

4.9 No Third Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

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4.10 Notices. Any and all notices or other communications or deliveries required or permitted to be given or made pursuant to any of the provisions of this Agreement shall be deemed to have been duly given or made for all purposes when hand delivered or sent by the party or its counsel by certified or registered mail, return receipt requested and postage prepaid, or overnight mail or courier as follows:

If to Orbic, at:

555 Wireless Blvd.  
Hauppauge, New York 11788  
Attention: CEO

With a copy to:

Certilman Balin Adler & Hyman, LLP  
90 Merrick Avenue  
East Meadow, New York 11554  
Attention: Jaspreet Mayall, Esq.

If to AJP, at:

AJP HOLDING COMPANY LLC  
829 Peach Avenue  
Sunnyvale, CA 94087  
Attention: Jeff Wang

With a copy to:

Sichenzia Ross Ference Carmel LLP  
1185 Avenue of the Americas, 31<sup>st</sup> Floor  
New York, New York 10036  
Attention: Arthur Marcus, Esq.

or at such other address as either party may specify by notice given to the other party in accordance with this Section 4.10.

4.11 No Strict Construction. The parties to this Agreement have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Irrevocable Proxy to be executed as of the date hereof.

AJP Holding Company, LLC

Signature: By: /s/ Jeffrey Wang  
Name: Jeffrey Wang  
Title: Manager

Orbic North America LLC

Signature: By: /s/ Ashima Narula  
Name: Ashima Narula  
Title: Member

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**Joint Filing Agreement**

In accordance with Rule 13d-1(k) promulgated under the Securities Exchange Act of 1934, as amended, each of the persons and entities named below agrees to the joint filing of this Schedule 13D Amendment with respect to the shares of common stock, par value \$0.001, of SONIM Technologies Inc., a corporation incorporated under the laws of Delaware, and further agrees that this Joint Filing Agreement be filed with the Securities and Exchange Commission as an exhibit to such filing; provided no such person or entity shall be responsible for the completeness of any other person or entity making the filing unless such person or entity knows or has reason to believe such information is inaccurate (as provided in Rule 13d-1(k)(1)(ii)). This Joint Filing Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same instrument.

*[Remainder of page intentionally left blank; signature page follows]*

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**IN WITNESS WHEREOF**, the persons and entities named below have executed, in counterparts, this Joint Filing Agreement as of the date set forth below.

Dated as of March 18, 2025

AJP Holding Company, LLC

By: /s/ Jeffrey Wang

Name: Jeffrey Wang

Title: Manager

Jeffrey Wang

By: /s/ Jeffrey Wang

Name: Jeffrey Wang

Orbic North America, LLC.

By: /s/ Parveen Narula

Name: Parveen Narula

Title: Chief Executive Officer

Ashima Narula

By: /s/ Ashima Narula

Name: Ashima Narula

Parveen Narula

By: /s/ Parveen Narula

Name: Parveen Narula

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