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

**SCHEDULE 13D**

**Under the Securities Exchange Act of 1934**

(Amendment No. 12)\*

**SONIM TECHNOLOGIES INC**

(Name of Issuer)

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

(Title of Class of Securities)

**83548F309**

(CUSIP Number)

**Arthur Marcus Esq**  
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**New York, NY, 10036**  
**212-930-9700**

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**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)

**06/26/2025**

(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) 19.04 %	
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) Mr. Wang directly holds 25,779 shares of common stock, the shares are the result of restricted stock units granted by Sonim Technologies, Inc. in accordance with its equity plan; (iii) Orbic North America, LLC; (iv) Ashima Narula, the sole member and manager of Orbic North America, LLC.; and (v) 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 10,338,905 shares of common stock outstanding (which is based on the amounts reported in Sonim's Definitive Proxy Statement on Schedule 14A filed on June 18, 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 25,779.00
	10	Shared Dispositive Power 1,946,345.00
11	Aggregate amount beneficially owned by each reporting person 1,972,124.00	
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) 19.04 %	
14	Type of Reporting Person (See Instructions) IN	

**Comment for Type of Reporting Person:**

The amounts in Rows 9 and 11 reflect a correction to the number of shares originally reported in the Schedule 13D filed with the Securities and Exchange Commission (the "SEC") on March 18, 2025. (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) Mr. Wang directly holds 25,779 shares of common stock, the shares are the result of restricted stock units granted by Sonim Technologies, Inc. in accordance with its equity plan; (iii) Orbic North America, LLC; (iv) Ashima Narula, the sole member and manager of Orbic North America, LLC.; and (v) 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) Percent age calculated based on 10,338,905 shares of common stock outstanding (which is based on the amounts reported in Sonim's Definitive Proxy Statement on Schedule 14A filed on June 18, 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 0.00
	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) 19.04 %	
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) Mr. Wang directly holds 25,779 shares of common stock, the shares are the result of restricted stock units granted by Sonim Technologies, Inc. in accordance with its equity plan; (iii) Orbic North America, LLC; (iv) Ashima Narula, the sole member and manager of Orbic North America, LLC.; and (v) 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 10,338,905 shares of common stock outstanding (which is based on the amounts reported in Sonim's Definitive Proxy Statement on Schedule 14A filed on June 18, 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) 19.04 %	
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) Mr. Wang directly holds 25,779 shares of common stock, the shares are the result of restricted stock units granted by Sonim Technologies, Inc. in accordance with its equity plan; (iii) Orbic North America, LLC; (iv) Ashima Narula, the sole member and manager of Orbic North America, LLC.; and (v) 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 10,338,905 shares of common stock outstanding (which is based on the amounts reported in Sonim's Definitive Proxy Statement on Schedule 14A filed on June 18, 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	<b>Citizenship or place of organization</b> UNITED STATES	
<b>Number of Shares Beneficially Owned by Each Reporting Person With:</b>	7	<b>Sole Voting Power</b> 0.00
	8	<b>Shared Voting Power</b> 1,947,345.00
	9	<b>Sole Dispositive Power</b> 0.00
	10	<b>Shared Dispositive Power</b> 1,000.00
11	<b>Aggregate amount beneficially owned by each reporting person</b> 1,947,345.00	
12	<b>Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)</b> <input type="checkbox"/>	
13	<b>Percent of class represented by amount in Row (11)</b> 19.04 %	
14	<b>Type of Reporting Person (See Instructions)</b> 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) Mr. Wang directly holds 25,779 shares of common stock, the shares are the result of restricted stock units granted by Sonim Technologies, Inc. in accordance with its equity plan; (iii) Orbic North America, LLC; (iv) Ashima Narula, the sole member and manager of Orbic North America, LLC.; and (v) 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 10,338,905 shares of common stock outstanding (which is based on the amounts reported in Sonim's Definitive Proxy Statement on Schedule 14A filed on June 18, 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, 55 West 46th Street, San Diego, CALIFORNIA , 92121.

**Item 1 Comment:**

Introductory Statement: This Amendment No. 12 (this "Amendment"), being filed by AJP Holding Company, LLC ("AJP"), Jeffrey Wang, Orbic North America, LLC ("Orbic"), Ashima Narula and Parveen Narula, the ("Reporting Persons"), amends and supplements the (i) Schedule 13D filed with the Securities and Exchange Commission (the "SEC") on July 19, 2022, (ii) the Amendment No. 1 to Schedule 13D filed with the SEC on October 25, 2022, (iii) the Amendment No. 2 to the Schedule 13D filed with the SEC on January 17, 2025, (iv) the Amendment No. 3 to the Schedule 13D filed with the SEC on March 18, 2025, (v) the Amendment No. 4 to the Schedule 13D filed with the SEC on March 24, 2025, (vi) the Amendment No. 5 to the Schedule 13D filed with the SEC on March 31, 2025, (vii) the Amendment No. 6 to the Schedule 13D filed with the SEC on April 10, 2025, (viii) the Amendment No. 7 to the Schedule 13D filed with the SEC on April 16, 2025, (ix) Amendment No. 8 to the Schedule 13D filed with the SEC on April 24, 2025, (x) Amendment No. 9 filed with the SEC on May 19, 2025, (xi) the Amendment No. 10 to Schedule 13D filed with the SEC on June 3, 2025 and (xii) the Amendment No. 11 to Schedule 13D filed with the SEC on June 24, 2025 (collectively, the "Schedule 13D"). This Schedule 13D relates to the shares of common stock (the "Common Stock") of Sonim Technologies Inc., a Delaware corporation (the "Issuer"). Except as specifically provided herein, this Amendment No. 12 does not modify any of the information previously reported in the Schedule 13D, as amended. Capitalized terms used herein shall have the meanings ascribed to them in the Schedule 13D.

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

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

Orbic expects to fund the Proposal (as defined below) using cash on hand, along with financing from Capstone Project Finance, LLC ("Capstone"). The foregoing description of the financing does not purport to be complete and is qualified in its entirety by reference to the full text of the financing commitment letter attached hereto as Exhibit 99.2, which is incorporated herein by reference.

**Item 4. Purpose of Transaction**

Item 4 of the Schedule 13D is hereby amended and supplemented by the addition of the following:

On June 26, 2025, Orbic submitted a revised non-binding proposal (the "Proposal") to purchase substantially all of the Issuer's assets for a cash purchase price of \$25 million. The Proposal is subject to the terms and conditions as described therein. The foregoing description of the Proposal does not purport to be complete and is qualified in its entirety by reference to the full text of such proposal attached hereto as Exhibit 99.3, which is incorporated herein by reference.

On June 26, 2025, AJP and Orbic issued an open letter to Sonim stockholders (the "Letter to Stockholders or "Letter"). The Letter urges Sonim stockholders to support AJP's and Orbic's slate of highly qualified and independent nominees at the Issuer's upcoming Annual Meeting of Shareholders scheduled for July 18, 2025. The foregoing description of the Letter to Stockholders does not purport to be complete and is qualified in its entirety by reference to the full text of the Letter attached hereto as Exhibit 99.4, which is incorporated herein by reference.

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

Exhibit 99.1 Joint Filing Agreement among the Reporting Persons dated March 18, 2025.

Exhibit 99.2 Capstone Project Finance, LLC Commitment Letter, dated June 26, 2025.

Exhibit 99.3 Letter to Sonim Technologies, Inc. Board of Directors, dated June 26, 2025.

Exhibit 99.4 Letter to Sonim Technologies, Inc. Stockholders, dated June 26, 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: 06/26/2025

**Jeffrey Wang**

Signature: /s/ Jeffrey Wang  
Name/Title: Jeffrey Wang, Individual  
Date: 06/26/2025

**Orbic North America, LLC.**

Signature: /s/ Parveen Narula  
Name/Title: Parveen Narula, Chief Executive Officer  
Date: 06/26/2025

Ashima Narula

Signature: /s/ Ashima Narula  
Name/Title: Ashima Narula, Individual  
Date: 06/26/2025

Parveen Narula

Signature: /s/ Parveen Narula  
Name/Title: Parveen Narula, Individual  
Date: 06/26/2025



**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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365 W. Passaic Street, Suite 525  
Rochelle Park, NJ 07662  
(347) 821-3400  
Fax: (212) 755-6833  
Joe@Capstonetrade.com

CONFIDENTIAL

June 26, 2025

Commitment Letter

Orbic North America, LLC  
555 Wireless Blvd.  
Hauppauge, NY 11788  
Attention: Mike Narula

Dear Mike,

You have advised Capstone Project Finance, LLC, for itself and/or on behalf of one or more investment funds controlled, managed and/or advised by it, (in such capacity, "Capstone", "we" or "us") that Orbic North America, LLC, a New York limited liability company ("Orbic" or "you"), and certain of your affiliates intend to consummate the transactions described on Exhibit A (the "Term Sheet").

Capitalized terms used but not otherwise defined in this Commitment Letter (as defined below) are used with the meanings assigned to such terms in the Term Sheet.

I. Commitments; Title and Roles.

In connection with the Transactions, Capstone hereby confirms its commitment to fund on the Effective Date up to \$50,000,000 in aggregate principal amount of First Lien Notes (the commitments to purchase the First Lien Notes, the "First Lien Note Commitments") upon the terms set forth in this Commitment Letter and subject solely to the applicable conditions set forth in the Term Sheet under the heading "Conditions Precedent to the Effective Date" (the "Sole Conditions"). The Term Sheet, together with this letter, are collectively referred to as this "Commitment Letter".

It is agreed that Capstone will act as the sole and exclusive structuring agent, arranger, manager, bookrunner and placement agent (in such capacity, the "Lead Arranger") for the First Lien Notes pursuant to the terms set forth in this Commitment Letter; provided that you agree that the Lead Arranger may perform its responsibilities hereunder through its affiliates. You agree that the Lead Arranger will have "left" and "highest" placement in any and all marketing materials

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and documentation used in connection with the First Lien Notes. You further agree that no other structuring agents, arrangers, managers, bookrunners or placement agents will be appointed, no other titles will be awarded and no compensation (other than as expressly contemplated by the Term Sheet) will be paid in connection with a commitment to provide the First Lien Notes unless you and we shall so agree.

The commitment hereunder and the undertaking of the Lead Arranger to provide the services described herein are subject to the satisfaction of each of the following conditions precedent in a manner acceptable to the Lead Arranger: (a) the completion of a due diligence review of the assets, liabilities (including contingent liabilities) and business of you and the Target and your respective subsidiaries, in scope and with results satisfactory to us in our reasonable discretion; (b) the accuracy and completeness of all representations that you make to the Lead Arranger, and your compliance with the terms of this Commitment Letter (including the Term Sheet) and the Fee Letter; (c) prior to and during the syndication of the First Lien Notes there shall be no competing offering, placement or arrangement of any debt securities or bank financing by or on behalf of you or any of your subsidiaries or affiliates; and (d) the negotiation, execution and delivery of the Definitive Note Documentation.

## 2. Assignments.

Capstone, as it may deem appropriate in connection with the services provided by it hereunder, agrees to conduct tailored syndication in relation to the First Lien Note Commitments in consultation with you and at all times in compliance with this Section 2 and the terms of the Definitive Note Documentation, it being understood and agreed that (i) except with respect to an assignment of First Lien Note Commitment to any Disqualified Purchaser (as defined below), your consent shall not be required for any assignment of First Lien Note Commitments and (ii) Capstone shall not syndicate any First Lien Note Commitments to (a) those persons identified by you in writing to Capstone prior to the date hereof, (b) any person in the business of manufacturing or selling phones, tablets, laptops, electronic wearables, hotspots, routers or related accessories, (c) other competitors of you and/or Target (as defined in the Term Sheet) and your and its respective subsidiaries that are or will be in the same or a similar or reasonably related or ancillary line(s) of business that are identified by you to Capstone (or, after the Effective Date, to the Notes Agent) by written notice from time to time after the date hereof and (d) any affiliate of any person described in clauses (a), (b) or (c) above that is identified by you to Capstone (or, after the Effective Date, to the Notes Agent) in writing from time to time or clearly identifiable solely on the basis of its name as an affiliate of such person (collectively, the “Disqualified Purchasers”); provided, that Disqualified Purchasers shall exclude any person that you have designated as no longer being a “Disqualified Purchaser” by written notice delivered to us (or, after the Effective Date, to the Notes Agent) from time to time; provided, further, that no updates to the list of Disqualified Purchasers shall be deemed to retroactively disqualify any parties that have previously acquired an assignment or participation interest or any party for which the “trade date” with respect to an assignment or participation interest has occurred in respect of the First Lien Notes in compliance with the provisions of the Definitive Note Documentation, from continuing to hold or vote such previously acquired assignments and participations or from closing an assignment or participation interest sale for which the “trade date” has previously occurred on the terms set forth herein for Note Purchasers that are not Disqualified Purchasers.

Notwithstanding anything to the contrary in this Section 2, (i) neither Orbic nor Capstone shall be released or novated from its obligations hereunder until the earliest of (x) the purchase of all First Lien Notes, (y) the execution of the Definitive Note Documentation (after which such obligations shall be governed by the Definitive Note Documentation) and (z) the termination of this Commitment Letter in accordance with its terms, (ii) Capstone shall retain exclusive control over all rights and obligations with respect to their commitments, including all rights with respect to consents, modifications, supplements, waivers and amendments, until the earliest date set forth in the preceding clause (i) has occurred, and (iii) upon effectiveness of the Definitive Note Documentation, the relevant provisions of such Definitive Note Documentation shall supersede the provisions of this Section 2. Further, neither the commencement, conduct or completion of such syndication nor compliance with the provisions of this Section 2 or any other provision of this Commitment Letter (other than the Sole Conditions) is a condition to the First Lien Note Commitments or the purchase of the First Lien Notes.

3. Representations and Warranties of Orbic.

Orbic represents and warrants to Capstone that (a) all written information concerning Orbic and the Target, and their respective subsidiaries and their respective businesses, other than the projections, forecasts, financial estimates and other forward-looking information (the "Projection Materials"), and information of a general economic or industry-specific nature, that has been or will be made available to us by you, the Target or any of your or its affiliates or representatives on your or its behalf in connection with the Transactions (the "Information"), when taken as a whole, is and will be (with respect to the Target, its subsidiaries, or their respective operations or assets, to Orbic's knowledge), when furnished, correct in all material respects and does not and will not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (after giving effect to all supplements and updates to such statements from time to time) and (b) the Projection Materials that have been or will be made available to Capstone by or on behalf of you, the Target or any of your or its affiliates or representatives have been or will be prepared in good faith based upon assumptions believed by you or it to be reasonable at the time furnished (it being recognized by Capstone that such Projection Materials are not to be viewed as facts or guaranties of performance and are subject to significant uncertainties and contingencies many of which are beyond your or the Target's control, that no assurance can be given that any particular financial projections will be realized, that actual results may differ from projected results and that such differences may be material). You agree that if, at any time prior to the Effective Date, you become aware that any of the representations and warranties in the preceding sentence would be incorrect if the Information or the Projection Materials were being furnished and such representations were being made at such time, you will promptly supplement and, in the case of Information and/or Projection Materials related to the Target, use your commercially reasonable efforts to promptly supplement, the Information and/or the Projection Materials, as applicable, so that the representations and warranties in the preceding sentence remain true in all material respects at such time under those circumstances, it being understood and agreed that any such supplement received prior to the Effective Date shall cure any breach of such representations. You understand that we may use and rely on the Information and Projection Materials for purposes of the transactions contemplated by this Commitment Letter without independent verification thereof.

4. Fee Letter

As consideration for the commitments and agreements of Capstone hereunder, you agree to pay or cause to be paid the non-refundable payments described in the Fee Letter to be executed between you and Capstone (the “Fee Letter”) on the terms and subject to the conditions (including as to timing and amount) expressly set forth therein.

5. Sharing of Information; Absence of Fiduciary Relationship.

You acknowledge that Capstone from time to time may, (a) effect transactions for their own or their respective affiliates’ account or the account of customers, and hold long positions in debt or equity securities, loans or other securities and financial instruments of companies that may be the subject of the Transactions or with which you or your affiliates may have commercial or other relationships or (b) provide debt financing, equity capital, investment banking, financial advisory services, securities trading, hedging, financing and brokerage activities and financial planning and benefits counseling to other companies or similar services in respect of which you or your affiliates may have conflicting interests. Orbic and its affiliates hereby waive and release, to the fullest extent permitted by law, any claims it or such affiliate has or will or may have hereunder with respect to any conflict of interest arising from such transactions, activities, investments or holdings, or arising from the failure of Capstone or any of their respective affiliates or customers to bring such transactions, activities, investments or holdings to their attention.

You acknowledge and agree that (a)(i) the arrangements described in this Commitment Letter regarding the Transactions are arm’s-length commercial transactions between you and your affiliates, on the one hand, and Capstone on the other hand, that do not directly or indirectly give rise to, nor do you rely on, any fiduciary or other implied duty on the part of Capstone and we expressly disclaim any fiduciary or other implied relationship to any party hereto or any of such parties’ affiliates or any other person or entity, (ii) you waive, to the fullest extent permitted by law, any claims you may have against Capstone for breach of fiduciary duty or alleged breach of fiduciary duty arising prior to the date hereof, (iii) you have consulted your own legal, accounting, regulatory and tax advisors to the extent you have deemed appropriate and you are not relying on Capstone for such advice, and (iv) you are capable of evaluating, and understand and accept, the terms, risks and conditions of the Transactions and are responsible for making your own independent judgment with respect to the transactions contemplated by this Commitment Letter and the process leading thereto; and (b) in connection with the Transactions, Capstone does not have an obligation to you or your affiliates except those obligations expressly set forth in this Commitment Letter and in any other agreement with you or any of your affiliates.

If requested, you agree to assist the Lead Arranger in the preparation of an information memorandum and other materials to be used in connection with the syndication of the First Lien Notes (collectively with the Term Sheet, the “Information Materials”). You acknowledge that the Lead Arranger may make available on your behalf Information Materials to the proposed syndicate of Note Purchasers by posting the Information Materials on IntraLinks, SyndTrak, or another similar electronic system. In connection with the syndication of the First Lien Notes, unless the parties hereto otherwise agree in writing, you shall be under no obligation to provide Information Materials suitable for distribution to any prospective Note Purchaser (each, a “Public Note Purchaser”) that has personnel who do not wish to receive material non-public information (within

the meaning of the United States federal securities laws, “MNPI”) with respect to you, the Target or your respective affiliates, or the respective securities of any of the foregoing. You agree, however, that: (a) the Definitive Note Documentation will contain provisions concerning Information Materials to be provided to Public Note Purchasers and the absence of MNPI therefrom; (b) Information Materials made available to prospective Public Note Purchasers in accordance with this Commitment Letter shall not contain MNPI, whether or not any Information Materials are marked “PUBLIC”; and (c) the Lead Arranger, on your behalf, may distribute the following documents to all prospective Note Purchasers, subject to the confidentiality provisions herein, (i) administrative materials for prospective Note Purchasers, such as meeting invitations and funding and closing memoranda, (ii) notifications of changes to the terms of the First Lien Notes, and (iii) other materials intended for prospective Note Purchasers after the initial distribution of the Information Materials, including drafts and final versions of the Definitive Note Documentation. You have previously authorized us to distribute the Information Materials to prospective Note Purchasers subject to the confidentiality provisions herein.

6. Indemnification.

Orbic hereby agrees to indemnify and hold harmless Capstone and all the respective officers, directors, members, partners, trustees, employees, shareholders, advisors, agents, and other representatives of each of the foregoing and their respective successors and permitted assigns (each, an “Indemnified Person”) from and against any and all actual losses, claims, damages, and liabilities, joint or several, to which any such Indemnified Person may become subject arising out of, in connection with, or as a result of this Commitment Letter, the services rendered hereunder, or the Transactions, or any claim, litigation, investigation or proceeding, actual or threatened, relating to any of the foregoing, regardless of whether any Indemnified Person is a party thereto and whether or not the transactions contemplated hereby are consummated, and to reimburse each Indemnified Person within 30 days following written demand therefor (together with reasonable backup documentation supporting such reimbursement request) for any reasonable and documented out-of-pocket expenses (but limited, in the case of legal fees and expenses, to those of (x) the counsel identified in the Term Sheet as counsel to Capstone and (y) solely in the case of an actual or potential conflict of interest, one additional counsel to all affected Indemnified Persons, taken as a whole (and, if reasonably necessary, of one local counsel in each relevant material jurisdiction to all such persons, taken as a whole and, solely in the case of an actual or potential conflict of interest, one additional local counsel to all affected Indemnified Persons, taken as a whole, in each such relevant material jurisdiction)) incurred in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a witness with respect to, any lawsuit, investigation, claim or other proceeding relating to any of the foregoing or in connection with the enforcement of the indemnification obligations set forth herein; provided that no Indemnified Person will be entitled to indemnity hereunder in respect of any loss, claim, damage, liability or related expense to the extent that it is found by a final, non-appealable judgment of a court of competent jurisdiction that such loss, claim, damage, liability or expense arises from (i) the bad faith, gross negligence or willful misconduct of or material breach of this Commitment Letter by, such Indemnified Person (or any of its Related Parties (as defined below)) (it being agreed that compliance by Capstone with this Commitment Letter and the Transactions expressly contemplated hereby shall not be deemed bad faith, gross negligence or willful misconduct) or (ii) any disputes solely among Indemnified Persons and not arising out of any act or omission of Orbic or any of its affiliates or subsidiaries. Notwithstanding anything in this

Commitment Letter, the Fee Letter and/or the Term Sheet, Orbic will have no obligation to indemnify any Indemnified Person for income taxes, franchise taxes or branch profits taxes incurred by such person in connection with the fees or other compensation such person receives in connection with this Commitment Letter, the Fee Letter and/or the Term Sheet; provided that this sentence shall not limit Orbic's indemnification obligations and other obligations with respect to withholding taxes and other taxes after the Effective Date pursuant to the Definitive Note Documentation.

In no event will any Indemnified Person, any other party hereto, Orbic or any of Orbic's affiliates or any of their respective officers, directors, partners, trustees, employees, managed funds and accounts, shareholders, advisors, agents, representatives, attorneys and controlling persons and each of their respective heirs, successors and assigns be liable on any theory of liability for indirect, special, or consequential damages, lost profits or punitive damages in connection with this Commitment Letter, the Fee Letter or the Transactions, provided that nothing contained in this sentence shall limit Orbic's indemnification obligations to the extent set forth above to the extent such special, indirect, consequential or punitive damages are included in any third party claim in connection with which such Indemnified Person is entitled to indemnification hereunder.

Orbic shall not be liable for any settlement of any proceeding (or expenses relating thereto) effected without Orbic's consent, but if settled with Orbic's written consent, or if there is a final judgment against an Indemnified Person in any such proceeding, Orbic agrees to indemnify and hold harmless such Indemnified Person to the extent and in the manner set forth above. Orbic shall not, without the prior written consent of the affected Indemnified Person, effect any settlement of any pending or threatened proceeding against such Indemnified Person in respect of which indemnity could have been sought hereunder by such Indemnified Person unless such settlement (a) includes an unconditional release of such Indemnified Person from all liability or claims that are the subject matter of such proceeding, (b) does not include any statement as to any admission of fault or culpability of such Indemnified Person, and (c) includes customary confidentiality and non-disparagement agreements. Notwithstanding the foregoing, each Indemnified Person shall be obligated to refund or return any and all amounts paid by Orbic under this paragraph to such Indemnified Person for any losses, claims, damages, liabilities and expenses to the extent such Indemnified Person is not entitled to payment of such amounts in accordance with the terms hereof, as determined by a final non-appealable order of a court of competent jurisdiction.

The indemnity and expense reimbursement obligations set forth herein (i) shall survive the expiration or termination of this Commitment Letter, (ii) shall remain operative and in full force and effect regardless of any investigation made by or on behalf of Capstone or any other Indemnified Person and (iii) shall be binding on any successor or assign of Orbic.

For purposes hereof, "Related Party" and "Related Parties" of an Indemnified Person mean any (or all, as the context may require) of such Indemnified Person's affiliates and controlling persons and its or their respective officers, directors, partners, trustees, employees, managed funds and accounts, shareholders, advisors, agents, representatives, attorneys and controlling persons.

Regardless of whether or not the Transactions are consummated or the Effective Date occurs, Orbic shall reimburse Capstone promptly upon presentation of an invoice together with

reasonably detailed supporting documentation (and, for the avoidance of doubt, also upon the occurrence of the Effective Date to the extent such invoice and documentation are provided by the applicable date specified in the Sole Conditions), for reasonable and documented out-of-pocket expenses incurred in connection with the Transactions and the preparation of this Commitment Letter and the Definitive Note Documentation (collectively, the “Expenses”), which shall be limited, in the case of fees, charges and disbursements of counsel, to the fees, charges and disbursements of (i) the counsel identified in the Term Sheet as counsel to Capstone and (ii) if necessary, of a single local counsel to Capstone in each relevant material jurisdiction; provided that, if the Effective Date does not occur, Orbic shall not be required to pay any such Expenses in excess of \$5,000.00. Promptly following Orbic’s written request therefor, Capstone shall provide a reasonably detailed summary of Expenses accrued to date.

Notwithstanding the provisions above, upon effectiveness of the Definitive Note Documentation, the relevant provisions of such Definitive Note Documentation shall supersede the provisions of this Section 6.

7. Termination/Expiration of First Lien Note Commitments.

The First Lien Note Commitments hereunder will expire automatically without any further action or notice by any party at 11:59 p.m., New York City time, on July 28, 2025, unless at or prior to such time each party hereto has duly executed and delivered to the other parties hereto counterparts to this Commitment Letter. Following the execution and delivery of this Commitment Letter, the obligations of Capstone under this Commitment Letter, including the obligation to purchase the First Lien Notes contemplated hereby, shall terminate automatically and immediately without any further action or notice by any party upon the earliest to occur of: (a) the occurrence of the Effective Date in accordance with the terms of this Commitment Letter (following which such obligations shall be governed by the Definitive Note Documentation), (b) 11:59 p.m., New York City time, on November 17, 2025, unless you and Capstone agree to an extension in writing, and (c) the date you deliver written notice of the termination of the First Lien Note Commitments (such earliest date, the “Expiration Date”); provided that, in each case, any such termination shall not relieve any party hereto from any liability in connection with a breach of this Commitment Letter that occurred before such termination.

8. Confidentiality.

The existence of this Commitment Letter and the terms and conditions herein and the Fee Letter are for Orbic’s confidential use only and may not be disclosed by Orbic to any person or entity without the prior written consent of Capstone, except (a) as required to consummate the Transactions (including public filings in connection with the Transactions, if any), (b) in connection with the exercise of any remedy or enforcement of any right under this Commitment Letter, (c) pursuant to an order of a court of competent jurisdiction or any other governmental authority or securities exchange (in which case you agree, to the extent permitted by law, rule or regulation, to use commercially reasonable efforts to inform us promptly thereof), (d) as required in any legal, judicial or administrative proceeding or as otherwise required by applicable law, rule, regulation (including, for the avoidance of doubt, any national or international securities regulations) or any national or international securities exchange or as requested by a governmental authority, (e) to the Target and to your and their partners, shareholders, members, direct or indirect



investors, directors (or equivalent managers), trustees, officers, employees, agents, affiliates, attorneys, accountants, independent auditors and other advisors, in each case, on a confidential "need-to-know" basis (provided, that any such recipient is advised of its obligation to retain such information as confidential (including, without limitation, the limitations set forth in the proviso set forth below)), (f) if Capstone otherwise consents in writing to such proposed disclosure, (g) to the extent required by the definitive documentation governing the existing debt of Orbic and its subsidiaries, (h) that the Term Sheet and the existence of this Commitment Letter (but not the Commitment Letter or the Fee Letter) may be disclosed to any rating agency in connection with the Transactions, (i) this Commitment Letter and its contents (but not the Fee Letter or its contents) may be disclosed to the extent that such information becomes publicly available other than by reason of improper disclosure by you or any of your affiliates in violation of any confidentiality obligations hereunder, (j) this Commitment Letter and the Fee Letter (but not the fees in the Fee Letter) may be disclosed in any syndication of the First Lien Notes, (k) the aggregate amount of the fees (including upfront fees and OID) payable under the Fee Letter may be disclosed as part of generic disclosure regarding sources and uses (but without disclosing any specific fees set forth therein) in connection with any syndication of the First Lien Notes, and (l) on a confidential basis, the Fee Letter and the contents thereof to your and the Target's auditors and accounting and tax advisers for customary accounting and tax purposes, including accounting for deferred financing costs; provided, further that, (i) prior to the filing of the proxy statement by the Target, the Commitment Letter or the Fee Letter shall not be publicly filed and (ii) after the filing of the proxy statement, you shall (x) provide advance notice, together with a draft of any proposed disclosure to us, of any public filing (including the proxy statement) of this Commitment Letter or Fee Letter or any public disclosure of the Transactions and (y) consult with us on the scope of such disclosure. The provisions of this paragraph shall automatically terminate on the date that is two years following the date hereof.

Capstone, on behalf of itself and its affiliates, agrees to use all confidential information provided to them by, or on behalf of, you hereunder solely for the purpose of providing the services which are the subject of this Commitment Letter, and otherwise in connection with the transactions contemplated hereby, and agree to treat all non-public information provided to them by or on behalf of you or the Target in connection with the transactions contemplated hereby confidentially and shall not publish, disclose or otherwise divulge such information; provided that nothing herein shall prevent Capstone and its affiliates from disclosing any such information (a) pursuant to the order of any court or administrative agency or in any pending legal, judicial or administrative proceeding, or otherwise as required by applicable law, rule or regulation, subpoena or compulsory legal process or upon the request or demand of any regulatory authority (including any self-regulatory authority) or other governmental authority purporting to have jurisdiction over Capstone or any of its affiliates (in which case such Capstone agrees (except with respect to any audit or examination conducted by bank accountants or any self-regulatory authority or governmental or regulatory authority exercising examination or regulatory authority), to the extent practicable and not prohibited by applicable law or regulation, to inform you promptly thereof prior to disclosure), (b) to the extent that such information becomes publicly available other than by reason of improper disclosure by Capstone or any of its affiliates in violation of any confidentiality obligations owing to you hereunder, (c) to the extent that such information is received by Capstone from a third party that is not, to Capstone's knowledge, subject to contractual or fiduciary confidentiality obligations owing to you with respect to such information, (d) to the extent that such information is independently developed by Capstone or any of its affiliates, (e) to

Capstone's affiliates and their and their affiliated managed and advised funds and their respective employees, directors, officers, partners, members, independent auditors, rating agencies, professional advisors and other experts or agents who need to know such information in connection with the transactions contemplated hereby and who are informed of the confidential nature of such information (with Capstone being responsible for its affiliates' compliance with this paragraph), (f) in connection with the exercise of any remedies hereunder or under the Fee Letter or any suit, action or proceeding relating to this Commitment Letter, the Fee Letter or the transactions contemplated hereby or thereby, and/or (g) to prospective purchasers, hedge providers, participants or assignees (collectively, "Prospective Parties"); provided that for purposes of clause (g) above, the disclosure of any such information to any Prospective Party shall be made subject to such Prospective Party's acknowledgment and acceptance that such information is being disseminated on a confidential basis (on substantially the terms set forth in this paragraph or as is otherwise reasonably acceptable to you and Capstone, including, without limitation, as agreed in any Information or other marketing materials) in accordance with standard syndication or other transfer processes or customary market standards for dissemination of such type of information, which shall in any event require "click through" or other affirmative actions on the part of recipient to access such information; provided further that, no such disclosure shall be made by Capstone to any Disqualified Purchaser. If the Effective Date occurs, Capstone's obligations under this paragraph shall terminate and be superseded by the confidentiality provisions in the Definitive Note Documentation. Otherwise, the provisions of this paragraph shall expire on the date that is two years after the date hereof.

It is understood and agreed that Capstone may advertise or promote its role in arranging or providing any portion of the First Lien Note Commitments (including in any newspaper or other periodical, on any website or similar place for dissemination of information on the internet, as part of a "case study" incorporated into promotional materials, in the form of "tombstone" advertisement or otherwise) without consulting with you; provided that any such advertisement or promotion shall be at the sole cost and expense of Capstone.

9. Governing Law; Jurisdiction; Waivers.

This Commitment Letter, and any claim, controversy or dispute arising under or related to this Commitment Letter, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to principles of conflicts of law thereof to the extent such principles would cause the application of the law of another state; provided, that it is understood and agreed that (a) the interpretation of the definition of Material Adverse Effect, (b) the determination of the accuracy of any disclosure or representation by Orbic and whether as a result of any breach thereof by Orbic or its applicable affiliate (taking into account any applicable cure periods) Capstone would have the right to terminate its obligations under the Commitment Letter or decline to release the funding raised under the First Lien Notes as a result of a breach of such representations, in each case shall be governed by, and construed in accordance with the law governing any definitive acquisition agreement relating to a transaction for which it is contemplated that proceeds of the funding raised under the First Lien Notes will be used, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Each of the parties to this Commitment Letter irrevocably and unconditionally (a) submits to the exclusive jurisdiction of any state or federal court sitting in the Borough of Manhattan in the City of New York (or any appellate court

therefrom) over any suit, action or proceeding arising out of or relating to this Commitment Letter and (b) agrees that a final judgment in any such action may be enforced in any such court. Each of the parties to this Commitment Letter irrevocably and unconditionally waives any objection to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. The parties hereto hereby waive, to the fullest extent permitted by applicable law, any right to trial by jury with respect to any action or proceeding arising out of or relating to this Commitment Letter.

10. Miscellaneous.

This Commitment Letter shall not be assignable by you without the prior written consent of Capstone, (and any purported assignment without such consent shall be null and void), is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto; provided that, notwithstanding anything to the contrary contained herein and for the avoidance of doubt, each party hereto hereby agrees that Capstone shall have the right to reallocate, sell, assign or otherwise transfer its commitment in respect of any of the First Lien Note Commitments and/or any closing payment and any other obligations hereunder to any affiliate, managed fund, advised or sub-advised fund or managed account of Capstone or its affiliates; provided further that, such reallocation, sale, assignment or other transfer will not result in Capstone being released from its obligations hereunder until the earliest of (x) the purchase of all First Lien Notes on the Effective Date, (y) the execution of the Definitive Note Documentation (after which such obligations shall be governed by the Definitive Note Documentation) and (z) the termination of this Commitment Letter in accordance with its terms.

This Commitment Letter has been, and is, made solely for the benefit of the parties signatory hereto and, with respect to Section 6 hereof, the Indemnified Persons, and nothing in this Commitment Letter, expressed or implied, is intended to confer or does confer on any other person or entity any rights or remedies under or by reason of this Commitment Letter or the agreements of the parties contained herein. This Commitment Letter may not be amended or waived except by an instrument in writing signed by each party hereto.

Except as otherwise expressly agreed in writing by Capstone and Orbic, this Commitment Letter sets forth the entire understanding of the parties hereto as to the scope of the First Lien Note Commitments and the obligations of Capstone and you hereunder, and supersedes all prior agreements, understandings and proposals, whether written or oral, between Capstone and you relating to the First Lien Note Commitments.

This Commitment Letter and any amendment or waiver thereof may be executed in one or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. Delivery of an executed signature page of this Commitment Letter by facsimile or other electronic transmission (including “.pdf”, “.tif” or similar format) and/or by electronic signature shall be effective as delivery of a manually executed counterpart hereof.

Section 2 (*Assignments*), Section 4 (*Fee Letter*), Section 5 (*Sharing of Information; Absence of Fiduciary Relationship*), Section 6 (*Indemnification*), Section 8 (*Confidentiality*) and

Section 9 (Governing Law; Jurisdiction; Waivers) contained in this Commitment Letter shall remain in full force and effect regardless of whether the Definitive Note Documentation shall be executed and delivered and notwithstanding the termination or expiration of this Commitment Letter or the Commitments hereunder, subject, in the case of Section 2 (*Assignments*), Section 6 (*Indemnification*) and Section 8 (*Confidentiality*), to the terms of such sections.

Each of the parties to this Commitment Letter agrees that this Commitment Letter is and, when executed, the Fee Letter will be, a binding and enforceable agreement with respect to the subject matter contained in this Commitment Letter and the Fee Letter, respectively (including an obligation to negotiate the Definitive Note Documentation in good faith in a manner consistent with this Commitment Letter that does not impair the occurrence of the Transactions and the Effective Date); it being acknowledged and agreed that (a) the Transactions are subject in all respects to the applicable terms and conditions set forth in this Commitment Letter, the Fee Letter, the Term Sheet and the Sole Conditions (provided, that the only conditions to the Transactions are the applicable Sole Conditions) and (b) the terms of the Definitive Note Documentation shall be consistent with the Term Sheet and not impair the occurrence of the Transactions on the Effective Date, if the Sole Conditions are satisfied or waived.

Capstone notifies you that, pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law on October 26, 2001) (the "PATRIOT Act"), it is required to obtain, verify and record information that identifies any affiliate of Orbic and each guarantor under the Definitive Note Documentation, which information includes names, addresses, tax identification numbers and other information that will allow Capstone to identify any affiliate of Orbic and each guarantor under the Definitive Note Documentation in accordance with the PATRIOT Act. This notice is given in accordance with the requirements of the PATRIOT Act and is effective for Capstone.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

Very truly yours,

**CAPSTONE PROJECT FINANCE, LLC**, on  
behalf of itself and one or more investment funds  
controlled, managed and/or advised by it.

Joseph F.  
Ingrassia

Digitally signed by Joseph F. Ingrassia  
DN: cn=Joseph F. Ingrassia, o=oe,  
email=joe@capstonetrade.com, c=US  
Date: 2025.06.26 09:04:46 -04'00'

By: Joseph F. Ingrassia  
Managing Member

[Signature Page to Commitment Letter]

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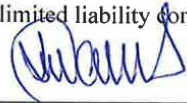
Accepted and agreed as of the date first written above:

**ORBIC NORTH AMERICA, LLC,**  
a New York limited liability company

By: \_\_\_\_\_

Name:

Title:



PARVEEN NARULA  
PRES & CEO

EXHIBIT A

SUMMARY OF PRINCIPAL TERMS AND CONDITIONS

Up to \$50,000,000 of First Lien Notes

June 26, 2025

The definitive documentation with respect to the First Lien Notes (the "Financing Documentation") will provide for the following:

Issuer:	Orbic North America, LLC, a New York limited liability company ("Orbic")
Lead Arranger:	Capstone Project Finance, LLC, for itself and/or on behalf of one or more investment funds controlled, managed and/or advised by it (in such capacity, "Capstone")
Purchasers:	Capstone and other qualified financial institutions and other entities arranged by the Lead Arranger (other than Disqualified Purchasers, as defined in the Commitment Letter to which this Term Sheet is attached)
Amount/Type:	Up to \$50,000,000 in aggregate principal amount of First Lien Notes ("Notes")
Use of Proceeds:	Proceeds to be used to finance the acquisition of Sonim Technologies, Inc. ("Target") and for other corporate purposes of Issuer
Term:	5 Years from the Effective Date (as defined below)
Amortization:	The Notes shall be repayable in equal quarterly installments in an aggregate annual amount equal to 5.0% of their original principal amount in each of the first three years after the Effective Date and 10% of their original principal amount in each of the next two years, commencing with the first full fiscal quarter following the Effective Date. The Notes will be repayable in full on the fifth anniversary of the Effective Date (the "Maturity Date")
Interest Rate:	A fixed rate equal to 10% (Ten Percent) per annum as long as the leverage ratio is maintained in accordance with a grid to be set forth in the Financing Documentation.
Interest Payments:	Quarterly and on the last day of selected interest periods and upon the date of any prepayment and on the Maturity Date

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Repayment Terms:	Quarterly payments of Principal plus interest as set forth above.
Upfront Fee:	Shall be computed against the aggregate amount of Notes as set forth in the Fee Letter, as defined in the Commitment Letter to which this Term Sheet is attached
Call Protection:	None
Guarantors:	Any existing and future subsidiaries of the Issuer (subject to customary limitations for controlled foreign corporations)
Collateral:	<ul style="list-style-type: none"> <li>• Security interest on all non-real estate assets of the Issuer subject to permitted liens and customary exclusions</li> <li>• Pledge of 100% of the stock of Target.</li> </ul>
Reporting:	<ul style="list-style-type: none"> <li>• Quarterly financial statements within 60 days of fiscal quarter end.</li> <li>• Audited financial statements of the Issuer within 120 days of fiscal year end.</li> <li>• Annual operating budget for the next fiscal year within 30 days of each fiscal year end. The operating budget shall include a balance sheet, income statement and statement of cash flows, and any assumptions used for the budget.</li> </ul>
Financial Covenant:	See attached Annex A
Other Covenants:	<ul style="list-style-type: none"> <li>• Limitations on additional indebtedness, liens and guaranties.</li> <li>• Restrictions on loans, advances and investments.</li> <li>• Limitations on redemptions and repurchases of equity, dividends and distributions.</li> <li>• Restrictions on change of control.</li> </ul>
Conditions Precedent to the Effective Date:	The signing of the Financing Documentation and the initial borrowing under the Facilities (the date of such initial borrowing, the "Effective Date") will be subject to such conditions as are usual and customary for similar financings including:

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- Execution and delivery of Financing Documentation.
- Receipt of all necessary governmental and third-party approvals
- Certificate of pro-forma financial covenant compliance demonstrating compliance as of the Effective Date
- All documentation regarding the Issuer and Guarantors as shall have been reasonably requested under applicable “know your customer” and anti-money laundering rules and regulations, without limitation, the USA Patriot Act
- Payment of fees and expenses that are payable on the Effective Date in accordance with this Term Sheet or the Fee Letter.

Representations  
and Warranties:

Customary, including, but not limited to, corporate existence, due authorization, execution, delivery, validity and enforceability of documentation, obtaining of all necessary consents and approvals, no violation of law or any agreement or instrument, financial information, solvency, litigation and compliance with law, agreements and instruments.

Events of Default:

Customary, including, but not limited to, non-payment, incorrect or misleading representation, non-compliance with covenants, bankruptcy, insolvency, and acceleration with respect to other debt of Issuer.

Financing  
Documentation:

The Financing Documentation will (i) be consistent with this Term Sheet and be usual and customary for facilities and transactions of the type proposed, (ii) include customary covenants, events of default, collateral and guarantee provisions and financial definitions, in each case, to be determined by the Lead Arranger and the Issuer in consultation with the Purchasers, (iii) reflect the operational and strategic requirements of the Issuer and its subsidiaries in light of their size, geographic locations, industries, businesses and business practices, operations, financial accounting, cash flow, leverage profile and proposed business plan, (iv) be subject to materiality qualifications, thresholds, baskets and other exceptions to be mutually agreed, and (v) include customary benchmark replacement provisions.

Governing Law and  
Jurisdiction:

The State of New York.

Counsel to the  
Lead Arranger:

Paul J. Pollock  
Crowell & Moring LLP  
ppollock@crowell.com  
212-895-4216 (Direct)  
201-960-7343 (Mobile)

## Annex A - Financial Covenants

### Maximum Leverage Ratio:

The Leverage Ratio for Borrowers and their consolidated Subsidiaries, for any fiscal quarter, determined as of the last day of such fiscal quarter, shall not be greater than (i) 5.0:1.0 during the period from the Effective Date through December 31, 2025, (ii) 4.0:1.0 during the period from January 1, 2026 through March 31, 2027, and (iii) 3.0 to 1.0 from and after April 1, 2027.

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**ORBIC NORTH AMERICA, LLC**  
**555 Wireless Blvd.**  
**Hauppauge, NY 11788**

June 26, 2025

**BY EMAIL AND OVERNIGHT DELIVERY**

Mr. Mike Mulica  
 Chairman  
 Sonim Technologies, Inc.  
 4445 Eastgate Mall, Suite 200,  
 San Diego, CA 92121

Dear Mike:

I am writing as a follow up to my prior letters by which Orbic North America, LLC ("Orbic") proposed to acquire Sonim Technologies, Inc. ("Sonim"). I was disappointed by the response of the Special Committee to those letters. Additionally, I am aware of Sonim's June 2, 2025 announcement regarding its entry into a non-binding letter of intent with Social Mobile® for the sale of substantially all of Sonim's assets for a purchase price of up to \$20 million, including up to \$5 million in earn-out consideration contingent upon achieving certain undisclosed revenue targets, and of Sonim's June 25, 2025 announcement regarding its entry into a non-binding letter of intent with an undisclosed company for a proposed business combination involving Sonim's public company shell (the "Reverse Take-Over") that would result in the stockholders of the undisclosed company owning a majority in the combined company.

As a stockholder of Sonim, Orbic has significant concerns regarding the disclosed terms of the proposed Social Mobile® transaction, as the transaction involves a significant amount of contingent consideration and the press release does not specify how Sonim's current debt is being factored into the proposed purchase price or provide sufficient details on how the transaction will translate into enhanced returns for stockholders. Further, the proposed Reverse Take-Over press release does not disclose any specifics of the transaction, failing to provide stockholders with sufficient details on how the transaction will translate into enhanced returns for stockholders.

Notwithstanding these concerns, I am writing to re-emphasize Orbic's interest in negotiating a mutually agreeable transaction with Sonim. We propose to move forward with the negotiation of an asset purchase of substantially all of Sonim's assets, including, among other assets, Sonim's inventory, name, brand, trademarks, other intellectual property, prepaid expenses, fixed assets (including those under equipment leases acceptable to Orbic) and tooling and software licenses, at a purchase price of \$25 million, which equates to a price per share of \$2.418 (based on 10,338,905 shares of Sonim common stock outstanding as of June 9, 2025 and assuming that there are no outstanding common stock equivalents). We reserve the right to include additional assets in the mix of assets to be purchased at that price after additional review of Sonim's asset list. Sonim would retain all liabilities other than those under contracts agreed by Orbic to be assumed to the extent such contracts are not accelerated or in default.

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Orbic believes that its offer provides a number of benefits to the proposed Social Mobile® transaction and would provide the additional benefit of allowing Sonim to proceed with its Proposed Reverse Take-Over transaction. Specifically, the Orbic proposal:

- would allow Sonim to enter into the Reverse Take-Over transaction (or an alternative transaction, if preferred by Sonim's Special Committee) and, through Orbic's enhanced \$25 million purchase price proposal, provide Sonim with additional funding that could allow Sonim to reduce the number of shares it would need to issue pursuant to the offering contemplated by Sonim's recently filed Form S-1 registration statement, thereby reducing additional dilution of Sonim's stockholders;
- does not include any contingent consideration, thereby ensuring that stockholders receive the full-value of Orbic's offer at closing;
- is backed by a \$50 million financing commitment from a third-party lender (attached hereto as Annex 1);
- would allow for an accelerated transaction, as Orbic and its financing sources are prepared to expeditiously complete confirmatory due diligence and to prepare and negotiate a definitive asset purchase agreement; and
- is supported by AJP Holding Company, LLC and Orbic, which together own approximately 19.04% of the outstanding common stock of Sonim.

In addition, by proceeding with the Orbic offer, Sonim can avoid incurring additional solicitation and legal costs associated with the on-going proxy contest between Sonim and Orbic, which Sonim has disclosed in its definitive proxy statement filing on June 18, 2025 to be at least \$475,000 in costs.

We believe our offer merits serious consideration by Sonim's Special Committee as it clearly represents a superior offer to the Social Mobile® proposal. Orbic's current offer unquestionably provides the most value for Sonim's stockholders when taken into account together with the proposed Reverse Take-Over Transaction. We, along with our financing sources, are prepared to expeditiously complete confirmatory due diligence and to prepare and negotiate a definitive asset purchase agreement.

This letter is intended to express only our indication of interest in the asset purchase transaction proposed in this letter and does not represent any form of legally binding commitment or obligation on the parties. Any decision by Orbic to make an offer, and any decision by Sonim to accept such offer, may be evidenced only by the execution and delivery by both parties of definitive agreements following the completion of confirmatory due diligence.

The terms of this proposal will remain valid until 5 pm ET on July 2, 2025, after which it will no longer be valid. Should you have any questions concerning this proposal, please have your legal counsel at Venable LLP contact our legal counsel, Richard F. Langan, Jr. of Nixon Peabody LLP, by email at [rlangan@nixonpeabody.com](mailto:rlangan@nixonpeabody.com) or telephone at (212) 940-3140.

Very truly yours,

/s/ Parveen Narula  
 Parveen Narula  
 Chief Executive Officer

cc: William N. Haddad, Esq.  
Kirill Y. Nikonov, Esq.  
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Wilmington, DE 19801

**AJP HOLDING COMPANY, LLC  
ORBIC NORTH AMERICA, LLC**

**A LETTER TO THE STOCKHOLDERS OF SONIM TECHNOLOGIES, INC**

June 26, 2025

Dear Fellow Stockholders,

Our message is simple:

- **WE ARE STOCKHOLDERS LIKE YOU:** We are your fellow stockholders who beneficially own approximately 1.97 million shares (or 19%) of Sonim Technologies, Inc. (“Sonim”) outstanding stock as of June 9, 2025. At the 2025 Annual Meeting of Stockholders, we are nominating a slate of five director candidates to provide Sonim with new leadership comprised of seasoned, industry professionals with the requisite education, skills, experience and appropriate sense of urgency to undertake a strategic assessment of Sonim and evaluate and, if appropriate, implement its strategic alternatives.
  - **WHAT WE BELIEVE:**
    - **SONIM’S BOARD & MANAGEMENT HAVE DEMONSTRATED POOR STEWARDSHIP OF THE COMPANY :** Sonim’s board of directors and management team cannot be entrusted to continue to lead Sonim, having under their management reported a net loss of (\$33.65 million) in 2024 or (\$7.13) per share and experienced a stock decline of 87% in 2024. This represented the culmination of Sonim reporting several years of losses totaling \$(86,452,000) from 2021-2024 and a 98% loss in stock value over the five years ended June 20, 2025.
    - **SONIM’S PRECIPITOUS STOCK PRICE DECLINE HAS DEVASTATED STOCKHOLDER VALUE :** Following the announcement of our slate of board nominees, Sonim’s board of directors has undertaken a campaign of entrenchment activities and dilutive stock offerings, which has devastated stockholder value and eroded the value of your investment.
    - **SONIM’S BOARD & MANAGEMENT ENTRENCH THEMSELVES:** Actions speak louder than words—we believe the entrenchment actions of Sonim’s board of directors clearly signal that self-preservation is a top priority for them and that they are keenly focused on financially enriching themselves and management. As part of its campaign of entrenchment, the Sonim board has implemented several anti-takeover devices, including a poison pill and a series of dilutive stock issuances, significantly enhanced severance benefits for its current chief executive officer and chief financial officer and has accelerated the vesting of restricted stock units held by the members of the board and management. These activities have resulted in the transfer of stockholder value from you to the same management group that has led Sonim to delivering devastating financial results.
  - **DON’T BE FOOLED BY THE BOARD & MANAGEMENT’S PROMISES:** The Sonim board of directors has not provided you with sufficiently specific details on how the recently proposed non-binding letter of intent for an asset sale to Social Mobile® or non-binding letter of intent for a proposed sale of Sonim’s public company shell (the “Reverse Take-Over”) will translate into stockholder value. Sonim’s announcements fail to provide sufficiently quantifiable metrics, verifiable data and financial analysis demonstrating how the transactions will deliver tangible benefits. Moreover, Sonim’s board of directors and management have failed to provide any assurance to stockholders that they will receive any dividend distribution or be offered a stock buyback as a result of either transaction.
- 
- **WE HAVE OFFERED COMPELLING ALTERNATIVES... AND REAL VALUE :** We believe that Sonim has superior prospects to those achieved to date by Sonim’s present management team. Orbic North America, LLC has made three compelling acquisition offers (including a revised offer made on June 26, 2025). Orbic’s current offer to acquire substantially all of Sonim’s assets for a cash purchase price of \$25 million, which represents a 66.7% premium of the amount payable by Social Mobile® at an initial closing of that transaction (and a 25% premium if the earnout feature of the proposed Social Mobile® transaction is achieved). The Orbic asset purchase offer also would not impede Sonim from proceeding with the Reverse Take-Over transaction announced in its June 25, 2025 press release.
  - **STOCKHOLDERS DESERVE BETTER:** Sonim’s board of directors cannot be entrusted to lead Sonim into the future. You deserve better than this. Our slate of nominees will provide Sonim with better leadership to unlock stockholder value.

**WE URGE YOU TO VOTE YOUR SHARES ON THE BLUE PROXY CARD FOR THE AJP/ORBIC NOMINEES.**

We write to you as committed investors in Sonim at a time when the value of your investment is directly at stake. The outcome of the 2025 Annual Meeting will determine whether stockholders will continue to be subject to an underperforming, entrenched and self-interested board of directors and management team or will have a new group of professional leaders that will breathe life into Sonim. We believe that a transformation in leadership is crucial for Sonim’s future success and stockholder value.

**Why Immediate and Complete Change is Necessary**

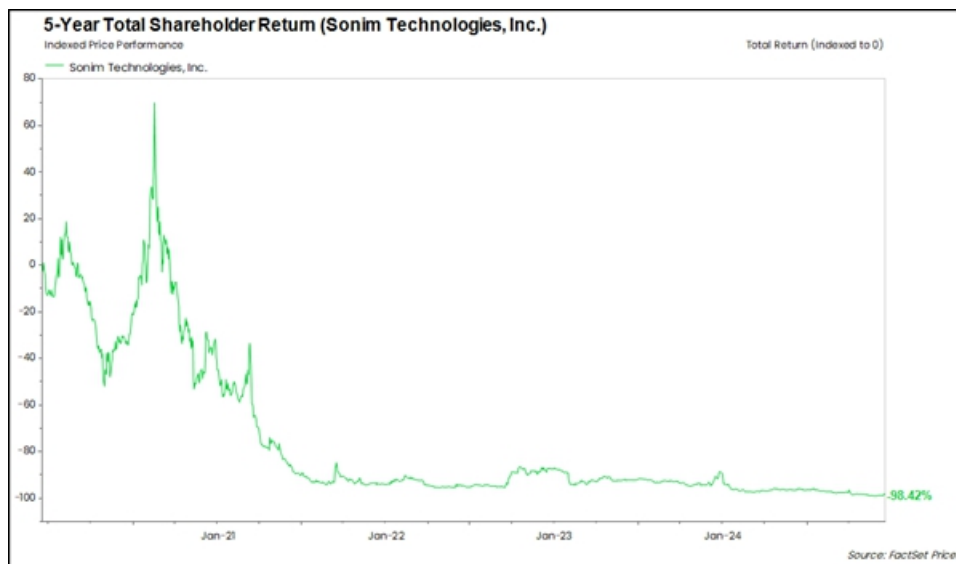
1. Our nominees for election to Sonim’s board of directors (collectively, the “AJP/Orbic Nominees”), bring a wealth of industry expertise, strategic vision and a sense of urgency that is desperately needed at Sonim.
2. Only through a transformation in leadership will Sonim and its stockholders see meaningful positive change.
3. The AJP/Orbic Nominees are seasoned industry professionals with the requisite education, skills, experience and appropriate sense of urgency to undertake a strategic assessment of Sonim and evaluate and, if appropriate, implement its strategic alternatives.
4. Although the AJP/Orbic Nominees have not made any commitment to the AJP/Orbic Parties to do so, the AJP/Orbic Parties believe that the AJP/Orbic Nominees, if elected, are more likely than the current members of the board to advocate in favor of a strategic review process and to substantively engage with Orbic in respect of the acquisition proposal made by Orbic and/or with third parties in respect of one or more other strategic transaction proposals that they may make to Sonim from time to time.
5. The proposed asset sale to Social Mobile®, in our view, is highly unlikely to translate into stockholder value and Sonim has failed to provide sufficiently quantifiable metrics, verifiable data or financial analysis demonstrating how the transaction will deliver tangible benefits. Further, on June 25, 2025, Sonim announced that it signed a non-binding letter of intent with an unnamed prospective reverse takeover candidate for its public company shell, without disclosing sufficient details on how the transaction will provide value to stockholders. We have significant doubts that Sonim stockholders will receive any meaningful consideration for a sale of its public company shell. In addition, although it appears that Sonim stockholders will retain a minority equity in the company (specified as to dollar value but not as to percentage ownership) immediately following the Reverse Take-Over transaction, Sonim has failed to assure stockholders that they would receive any cash proceeds from the deal by way of a dividend or stock repurchase.

6. At the same time as Sonim is desperately pursuing an asset sale with Social Mobile® and a reverse merger with an unnamed party, over the past several months, Sonim has been regularly diluting stockholders through substantial stock issuances and, with the recent filing of a registration statement for another dilutive offering, it appears that there's no end in sight for these dilutive actions. If Sonim is essentially planning to exit its business through the asset sale, what is the compelling need for issuing additional stock? We can only ask: what can Sonim's board possibly be thinking?
7. In view of, in our opinion, Sonim's extraordinarily poor financial and operating performance, its continuing and substantial decline in stock price over the last five years, and its continuing pursuit of sale transactions that we believe will not bring a meaningful cash return to stockholders at their closing, we strongly believe that an immediate and total change in Sonim's leadership and strategic focus is critical not only for Sonim, but also for you—Sonim's stockholders—to maximize return on our investment.

#### **A Demonstrated Track Record of Dismal Management**

- **Staggeringly Abysmal Financial Performance:** In 2024, Sonim reported a staggering **net loss of \$(33,648,000) or \$(7.13) per share** last year on revenues of \$58,298,000. It is difficult for us to imagine how Sonim's management could have executed its business plan so poorly, particularly in the wake of a long string of huge annual losses. **Sonim has admitted its dire situation, stating: "We have not been profitable in recent years and may not achieve or maintain profitability in the future."**

- **Plummeting Stock Price:** Sonim's stock price **declined 87%** in 2024, capping a **decline of 98%** over the five years ending June 18, 2025, sadly as shown in the chart below:



Since last year's Annual Meeting on June 20, 2024, Sonim's stock price has declined from \$7.60 to \$1.27 on June 20, 2025 ..**an 83% decline in value in one year!**

- **Dilution of Stockholder Value:** Sonim has diluted stockholders through a pattern of private and at the market stock offerings without stockholder approval, repeatedly at very low prices, and with little to no communication to stockholders. In addition, the offering proposed on Sonim's Form S-1 would be significantly dilutive on top of the substantial dilution caused by the ATM offering and private placement. We view the private and at the market placements as a blatant effort by Sonim to "buy the vote" in complete disregard of proper corporate governance. **Moreover, Sonim warns investors that it may continue its dilutive actions, stating "to the extent we need to raise additional capital in the future and we issue shares of common stock or securities convertible or exchangeable for our common stock, our then-existing stockholders may experience dilution . . . ."**

#### **Repeated Entrenchment Efforts**

- **Blocked Stock Transfer:** Sonim blocked, on what we believe to be spurious grounds, an attempted transfer by AJP to Orbic of a block of 973,173 shares of Sonim common stock, which would have been the starting point for Orbic's efforts to wrest control of Sonim from the incumbent board of directors and to start Sonim back on a path to profitability.
- **Scorched Earth Poison Pill:** Sonim's board of directors has shamelessly adopted a poison pill designed to prevent Orbic from increasing its ownership in Sonim. Orbic would be pleased to further align its interests in Sonim with those of other stockholders and to wrest control of Sonim from the current board and management team.

- **Unwarranted Financial Rewards:** Sonim has entrenched its senior management by:

- o amending employment agreements to provide enormously enhanced severance benefits to CEO Hao (Peter) Liu and CFO Clay Crolius, neither of which was disclosed broadly to stockholders by the issuance of a press release, and followed the February 2025 award to Messrs. Liu and Crolius of 63,604 and 33,922 restricted stock units, respectively; and
- o accelerating the vesting of those restricted stock units as well 70,671 restricted stock units held by Chief Commercial Officer Charles Becher, restricted stock units held by other Sonim directors and an undisclosed number of restricted stock units held by 78 other persons.

#### **Strategic Evaluation Process Raises Questions for Stockholders**

- ***Lack of Meaningful Engagement:*** Despite Sonim’s public statements to the contrary, neither the Sonim board of directors nor the special committee appointed to evaluate strategic alternatives has engaged in any meaningful dialogue with Orbic regarding its two prior compelling offers. **On June 26, 2025 Orbic made a revised offer to acquire substantially all of the assets of Sonim for a cash purchase price of \$25 million.** Orbic is prepared to move forward expeditiously with the negotiation of an asset purchase of substantially all of Sonim’s assets. Orbic’s non-binding offer is backed by a \$50 million financing commitment from a third-party lender. To date, the board of directors and special committee has chosen to dismiss these offers out of hand, alluding to lack of financial viability and casting aspersions on Orbic, without any dialogue or engagement. We believe our current offer merits serious consideration by Sonim’s special committee.
- ***Proposed Social Mobile® Transaction Is Unlikely to Provide Meaningful Returns to Stockholders:*** Sonim’s proposed transaction with Social Mobile®, in our view, would likely yield a disastrous result for stockholders, if it goes beyond the non-binding letter of intent stage and is completed, providing little to no stockholder value. By our estimates, the proposed transaction price on a per share basis, excluding the potential earn-out would be approximately \$1.46 per share and would be approximately \$1.94 per share if the full earn-out is realized. These estimates assume the full purchase price is allocated to stockholders and does not account for any additional factors such as transaction costs (including legal fees, investment banking fees, and proxy solicitation fees), potential double taxation at the corporation level on the sale of assets and then at the stockholder level with respect to any distributions to stockholders, and the payoff of current Sonim indebtedness, which is estimated to currently be in the range of approximately \$3.5 – \$4.0 million as of the end of the first quarter of 2025. When the payoff of Sonim’s existing debt, transaction costs and taxes are taken into account, Orbic expects that the total amount available for distribution to Sonim stockholders will materially decrease the amount potentially available for distribution and will result in a materially worse outcome for stockholders. As of June 25, 2025, Sonim has failed to enter into a definitive agreement with Social Mobile® and has provided stockholders with little to no specifics as to what they would receive in the transaction and has provided no assurance of paying a dividend or making stock buybacks with transaction proceeds. This lack of clarity creates significant uncertainty regarding the true value stockholders would receive from this transaction. We believe that the special committee’s inherent vagueness leaves stockholders exposed to unnecessary risk without a clear path to value realization.

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- ***Sale of Public Company Shell Highly Speculative:*** On June 25, 2025, Sonim announced its entry into a non-binding letter of intent with an undisclosed company, for a proposed business combination involving Sonim’s public shell. The Reverse Take-Over would result in the stockholders of the undisclosed company owning a majority in the combined company. Further, the proposed Reverse Take-Over press release does not disclose any specifics of the transaction, failing to provide stockholders with sufficient details on how the transaction will translate into enhanced returns for stockholders. The press release does confirm to stockholders that their ownership of Sonim will be reduced to a minority interest in Sonim if the Reverse Take-Over is completed. In our view, Sonim’s lack of specifics raises concerns that the special committee is settling for a suboptimal outcome for its stockholders.

#### **ENOUGH ALREADY!**

We’re confident that the Sonim stockholder base—exclusive of the entrenched board and management team—have lost confidence in Sonim’s board of directors and management team. AJP and Orbic strongly contend that it is time for an immediate and dramatic change. Sonim stockholders deserve strong, capable and open-minded directors, such as the AJP/Orbic nominees, who have the experience and desire to explore every opportunity to unlock stockholder value and return Sonim to profitability.

**We need your help to unseat Sonim’s incumbent board of directors by electing the AJP/Orbic nominees. A lot rides on your vote and every vote matters! VOTE YOUR SHARES ON THE BLUE PROXY CARD IN FAVOR OF THE AJP/ORBITC NOMINEES.**

Respectfully,

Parveen (Mike) Narula,

on behalf of AJP Holding Company, LLC

-and-

Orbic North America, LLC

**YOUR VOTE IS IMPORTANT NO MATTER HOW FEW SHARES OF ORBITC STOCK YOU OWN. THE AJP/ORBITC PARTIES URGE YOU TO SIGN, DATE AND RETURN THE BLUE UNIVERSAL PROXY CARD OR BLUE VOTING INSTRUCTION FORM TODAY TO VOTE “FOR” EACH OF DOUGLAS B. BENEDICT, JOSEPH M. GLYNN, GREGORY M. JOHNSON, SURENDRA SINGH AND MICHAEL WALLACE TO BE ELECTED TO THE SONIM BOARD OF DIRECTORS, “WITHHOLD” ON THE ELECTION OF THE OPPOSED SONIM NOMINEES AND “AGAINST” THE COMPANY’S EQUITY INCENTIVE PLAN PROPOSAL AND “AGAINST” THE ADVISORY APPROVAL OF THE COMPANY’S EXECUTIVE COMPENSATION PROPOSAL.**

**For assistance: If you have any questions or need any assistance in voting your shares, please contact our proxy solicitor, Alliance Advisors LLC, 150 Clove Rd., #400, Little Falls Township, NJ 07424. You can reach them toll-free at 833-218-3964 or by email at orbic@allianceadvisors.com.**

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#### **Certain Information Concerning the Participants**

AJP Holding Company, LLC (“AJP”) and Orbic North America, LLC (“Orbic”) and the other Participants (as defined below) have filed a preliminary proxy statement and accompanying universal proxy card with the Securities and Exchange Commission (the “SEC”) to be used to solicit proxies with respect to the election of AJP/Orbic’s slate of highly qualified director candidates, among other matters, to be presented at the 2025 annual meeting of Stockholders (the “Annual Meeting”) of Sonim Technologies, Inc. (“Sonim” or the “Company”). Promptly after filing its definitive proxy statement with the SEC, AJP/Orbic expects to mail the Participants’ definitive proxy statement and accompanying universal proxy card to each stockholder entitled to vote at the Annual Meeting.

The participants in the proxy solicitation are AJP Holding Company, LLC (“AJP”), Orbic North America, LLC (“Orbic”), Jeffery Wang, Parveen Narula, Ashima Narula (all of the forgoing persons, together, the “AJP/Orbic Parties”), along with the nominees (the “Nominees”) Douglas B. Benedict, Joseph M. Glynn, Greogory M. Johnson, Surendra Singh, and Michael Wallace (the AJP/Orbic Parties and the Nominees, collectively, the “Participants”).

As of the date hereof, (i) AJP Holding Company LLC directly holds 1,946,345 shares of Common Stock, comprised of 1,946,345 shares of Common Stock held in record name. The beneficial ownership of the shares of Common Stock are also attributable to: (a) Jeffrey Wang, the sole manager of AJP Holding Company, LLC; (b) Orbic North America, LLC; (b) Ashima Narula, the sole member and manager of Orbic North America, LLC.; and (d) Parveen Narula, the Chief Executive Officer of Orbic North America, LLC; (ii) Orbic North America, LLC directly holds (a) 1,000 shares of Common Stock held in record name and (b) 1,946,345 shares of Common Stock held by AJP Holding Company LLC. Orbic is deemed to beneficially own all of the 1,946,345 shares of Common Stock. The beneficial ownership of the shares of Common Stock are also attributable to: Ashima Narula, the sole member and manager of Orbic North America, LLC and Parveen Narula, the Chief Executive Officer of Orbic North America, LLC; (iii) Mr. Wang does not directly hold any shares of Common Stock. Mr. Wang, as the managing member of AJP Holding Company, LLC may be deemed to beneficially own all of the 1,946,345 shares of Common Stock; (iv) Mr. Narula directly holds 1,000 shares of Common Stock held in record name. Mr. Narula, as the spouse of Ms. Narula, managing member of Orbic North America, LLC, may be deemed to beneficially own 1,946,345 shares of Common Stock; and Ms. Narula does not directly hold any shares of Common Stock. Ms. Narula, as the managing member of Orbic North America, LLC, may be deemed to beneficially own (a) 1,000 shares of Common Stock and (b) 1,946,345 shares of Common Stock as beneficially owned in aggregate by Orbic North America, LLC. As of the date hereof, none of the Nominees own beneficially or of record any shares of Common Stock.

#### **IMPORTANT INFORMATION AND WHERE TO FIND IT**

AJP/ORBIT STRONGLY ADVISES ALL STOCKHOLDERS OF SONIM TO READ BOTH THE PARTICIPANTS’ PROXY STATEMENT AND SONIM’S PROXY STATEMENT AND OTHER PROXY MATERIALS AS THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION. SUCH PROXY MATERIALS WILL BE AVAILABLE AT NO CHARGE ON THE SEC’S WEBSITE AT WWW.SEC.GOV. THE PARTICIPANTS’ DEFINITIVE PROXY STATEMENT, AND OTHER RELEVANT DOCUMENTS, WILL ALSO BE AVAILABLE ON THE SEC WEBSITE, FREE OF CHARGE. IN ADDITION, THE PARTICIPANTS WILL PROVIDE COPIES OF THE PROXY STATEMENT WITHOUT CHARGE UPON REQUEST. REQUESTS FOR COPIES SHOULD BE DIRECTED TO THE PARTICIPANTS’ PROXY SOLICITOR, ALLIANCE ADVISORS LLC (STOCKHOLDERS CAN CALL TOLL-FREE: (833) 218-3964) OR VIA EMAIL: ORBIT@ALLIANCEADVISORS.COM.