

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-K/A

Amendment No. 1

(Mark One)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2021

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

FOR THE TRANSITION PERIOD FROM _____ TO _____

Commission File Number 001-38907

Sonim Technologies, Inc.

(Exact name of Registrant as specified in its Charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

94-3336783
(I.R.S. Employer
Identification No.)

6500 River Place Boulevard, Bldg. 7, S#250
Austin, TX

(Address of principal executive offices)

78730
(Zip Code)

Registrant's telephone number, including area code: (650) 378-8100

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.001 per share	SONM	The Nasdaq Capital Market

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the Registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. YES NO

Indicate by check mark if the Registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act. YES NO

Indicate by check mark whether the Registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. YES NO

Indicate by check mark whether the Registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the Registrant was required to submit such files). YES NO

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, anon-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer
Non-accelerated filer Smaller reporting company
Emerging growth company

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

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

Indicate by check mark whether the Registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). YES NO

The aggregate market value of the voting and non-voting common equity held by non-affiliates of the Registrant, based on the closing price of the shares of common stock on The Nasdaq Capital Market on June 30, 2021 was approximately \$37,359,618.

At April 26, 2022, 19,269,338 shares of Common Stock, par value \$0.001, of the registrant were outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

None.

EXPLANATORY NOTE

This Amendment No. 1 on Form 10-K/A (“Amendment No. 1”) amends our Annual Report on Form 10-K for the fiscal year ended December 31, 2021 (“Original Filing”), filed with the U.S. Securities and Exchange Commission (“SEC”) on March 21, 2022 (“Original Filing Date”). The sole purpose of this Amendment No. 1 is to include the information required by Items 10 through 14 of Part III of Form 10-K (the “Part III Information”) and to delete the disclosures regarding incorporation by reference on the front cover page of the Original Filing. The Part III Information was previously omitted from the Original Filing in reliance on General Instruction G(3) to Form 10-K, which permits the information in the above referenced items to be incorporated in the Form 10-K by reference from our definitive proxy statement if such statement is filed no later than 120 days after our fiscal year-end. We are filing this Amendment No. 1 to include Part III information in our Form 10-K because we will not file a definitive proxy statement containing such information within 120 days after the end of the fiscal year covered by the Original Filing.

In accordance with Rule 12b-15 under the Securities Exchange Act of 1934, as amended (“Exchange Act”), the Cover Page, Part III, Items 10 through 14 and Part IV, Item 15 of the Original Filing are hereby amended and restated in their entirety. This Amendment No. 1 does not amend, modify, or otherwise update any other information in the Original Filing. Accordingly, this Amendment No. 1 should be read in conjunction with the Original Filing. In addition, this Amendment No. 1 does not reflect events that may have occurred subsequent to the Original Filing Date.

Throughout this Amendment No. 1, references to the “Company,” “Sonim,” “we,” “our,” and “us” refer to Sonim Technologies, Inc. and its wholly owned and consolidated subsidiaries.

PART III

Item 10. Directors, Executive Officers and Corporate Governance.

Executive Officers and Directors

The following table sets forth information concerning our executive officers and directors, including their ages as of April 26, 2022.

<u>Name</u>	<u>Age</u>	<u>Position</u>
<i>Executive Officers</i>		
Peter Liu	54	Chief Executive Officer
Robert Tirva	56	President, Chief Financial Officer and Chief Operating Officer
<i>Directors</i>		
John Kneuer ⁽¹⁾⁽²⁾	53	Chairman of the Board of Directors
Alan Howe ⁽¹⁾⁽³⁾	60	Director
Susan G. Swenson ⁽¹⁾⁽²⁾	73	Director
Mike Mulica ⁽¹⁾⁽³⁾	59	Director

- (1) Member of the Audit Committee.
- (2) Member of the Compensation Committee.
- (3) Member of the Nominating and Corporate Governance Committee.

Executive Officers

Peter Liu has served as our Chief Executive Officer since April 2022. Mr. Liu previously served as our Executive Vice President for Global Operations from September 2010 to April 2022. From 2007 to 2010, Mr. Liu served as Global Quality Director for LOM/Perlos, an international VI supplier of mobile phones. From 2005 to 2007, Mr. Liu was the Head of Quality for the Strategic Growth Engine business at Motorola Solutions, Inc., a multinational telecommunications company. Mr. Liu received a M.B.A. from Lawrence Technological University and a Bachelor's in Engineering from Tianjin University.

Robert Tirva has served as our President and Chief Operating Officer since May 2021 and as our Chief Financial Officer since September 2019. Mr. Tirva previously served as the Chief Financial Officer of Intermedia, a private cloud UCaaS and business application provider from August 2016 to February 2019. From August 2014 to August 2016, Mr. Tirva was corporate controller at Dropbox, Inc., a collaboration platform provider. Prior to his service at Dropbox, he held various financial roles of increasing responsibility at Broadcom Corporation, including Senior Vice President, Principal Accounting Officer and Vice President of Finance. He currently serves on the board of directors of Skyworks Aeronautics Corporation, an aerospace company. Mr. Tirva previously served on the board of directors of Resonant Inc., a hardware development company for mobile devices. Mr. Tirva received an M.B.A. from the Yale School of Management and a Bachelor of Business Administration in Accounting from the University of Notre Dame.

Non-Employee Directors

John Kneuer has served as a member of our Board of Directors since March 2019 and as Chairman of our Board of Directors since March 2020. Since November 2007, Mr. Kneuer has served as the founding Managing Member of JKC Consulting LLC, a strategic consulting and advisory firm. He has also served as Senior Advisor to the American Continental Group, a public policy consulting firm, since April 2017. Since June 2017, Mr. Kneuer has served on the board of directors of TerreStar Corporation, a telecommunications company. From 2011 until 2018, he served as a member of the board of directors of Globalstar, Inc., a satellite communications company, where he served as a member of the audit and compensation committees. From October 2003 to November 2007, Mr. Kneuer

served first as the Deputy Assistant Secretary, and then as U.S. Assistant Secretary, of Commerce for Communications and Information. As Assistant Secretary, Mr. Kneuer served as Administrator of the National Telecommunications and Information Administration. Mr. Kneuer received a B.A. and J.D. from Catholic University of America. The Board of Directors believes that Mr. Kneuer's extensive business consulting experience and leadership experience at various strategic consulting and communications companies as well as federal telecommunications authorities qualifies him to serve on our Board of Directors.

Alan Howe has served as a member of our Board of Directors since October 2017. Since April 2001, Mr. Howe has served as co-founder and Managing Partner of Broadband Initiatives, LLC, a boutique corporate development and strategic consulting firm since 2001. Previously, Mr. Howe held various executive management positions at Covad Communications, Inc., a provider of broadband voice and data communications, Teletrac, Inc., a location-tracking software company, Sprint Corporation, a telecommunications company, and Manufacturers Hanover Trust Company, a commercial bank. Mr. Howe currently serves on the boards of Babcock and Wilcox, a company providing environmental technologies for the power industry, Orion Energy Systems, Inc., a LED lighting and intelligent controls company, and NextNav, a developer of 3D geolocation services. Mr. Howe previously served on the board of directors for Data I/O Corporation, magicJack, VocalTec, Ltd., a cloud communications company, CafePress, an online retailer of user customized products, Urban Communications, a provider of fiber optic services, Qualstar Corporation, a data storage products manufacturer, Determine, Inc., a provider of life cycle management solutions software, Widepoint Corporation, a provider of technology products and services, and Resonant Inc., a hardware development company for mobile devices. The Board of Directors believes that Mr. Howe's extensive financial, executive and board experience with multiple private and public companies qualifies him to serve on our Board of Directors.

Susan G. Swenson has served as a member of our Board of Directors since March 2019. Ms. Swenson has served on the board of directors of Faraday Future Intelligent Electric Inc. since July 2021. From August 2012 to August 2018, Ms. Swenson served on the board of directors of FirstNet and chaired the board of directors from August 2014 to August 2018. From October 2015 to June 2017, Ms. Swenson served as Chief Executive Officer of Inseego Corporation, a wireless internet solutions and telematics provider, and served as the chairperson of the board of directors from April 2014 to June 2017. From February 2004 to October 2005, Ms. Swenson served as the President and Chief Operating Officer of T-Mobile US, Inc., a wireless network operator. From 1999 to 2004, Ms. Swenson served as President of Leap Wireless International, Inc., a telecommunications operator, and Chief Executive Officer of Cricket Communications, Inc., a prepaid wireless service provider and subsidiary of Leap. Ms. Swenson also served as Chief Executive Officer of Sage North America from 2008 to 2011. Since March 2012, Ms. Swenson has served on the board of directors of Harmonic, Inc., a video delivery, and media company. Since October 2018, Ms. Swenson has served as chairman of the board of directors of Vislink Technologies, Inc., a video capture and broadcasting company. Ms. Swenson previously served on the board of directors of Wells Fargo from November 1994 to December 2017. Ms. Swenson received a B.A. in French from San Diego State University. The Board of Directors believes that Ms. Swenson's extensive leadership experience at various media and communications companies and at FirstNet qualifies her to serve on our Board of Directors.

Mike Mulica has served as a member of our Board of Directors since April 2021. Mr. Mulica has served as Chairman at AlefEdge since March 2018 and as its Chief Executive Officer since August 2021. From May 2018 to present, Mr. Mulica has served as the Global Management Advisor at Mulica Consulting, advising public and private companies on global mobile internet and application platforms. From May 2016 to August 2018, Mr. Mulica served as Chief Executive Officer and President of Actility Technologies, Inc., an IoT communications and software company. From June 2014 to May 2016, Mr. Mulica served as the President, Worldwide Sales and Business Development at Real Networks, Inc., a content and internet software company. From October 2011 to July 2014, Mr. Mulica served as the Chief Executive Officer and President of Openwave Systems, Inc., a mobile internet software company. Prior to his service at Openwave Systems, he held various leadership positions at Motorola, Inc., a communications systems company, Synchronoss Technologies, an internet software and services company, FusionOne, Inc., a mobile internet software company, BridgePort Technologies, Inc., a mobile internet software company, Phone.com, inc., inventor of the mobile internet, California Microwave, Inc., a microwave and satellite systems company, and Tandem Computers, a fault tolerant computer manufacturer. Mr. Mulica holds a BS in Finance from Marquette University and an MBA from the Kellogg School of Management at Northwestern University. The Board of Directors believes that Mr. Mulica's extensive operational, executive and board experience with numerous private and public companies at various internet, mobile and software companies qualifies him to serve on our Board of Directors.

There are no family relationships among our directors or executive officers. There is no arrangement or understanding between or among our officers and directors pursuant to which any director or officer was or is to be selected as a director or officer.

Code of Business Conduct and Ethics for Employees, Executive Officers and Directors

We have adopted a Code of Business Conduct and Ethics, or the Code of Conduct, applicable to all of our employees, executive officers, and directors. The Code of Conduct is available on our website at www.sonimtech.com. The Nominating and Corporate Governance Committee of our Board of Directors is responsible for overseeing the Code of Conduct and must approve any waivers of the Code of Conduct for employees, executive officers, and directors. We expect that any amendments to the Code of Conduct, or any waivers of its requirements, will be disclosed on our website to the extent required by the applicable rules of the SEC and The Nasdaq Stock Market LLC (“Nasdaq”).

Audit Committee and Audit Committee Financial Expert

We have a standing Audit Committee of the Board of Directors. Mr. Howe, Mr. Mulica, Ms. Swenson and Mr. Kneuer currently serve as members of the Audit Committee of our Board of Directors, with Mr. Howe serving as the chairperson of the Audit Committee. Our Board of Directors has determined that Mr. Howe is an audit committee financial expert, as defined by SEC rules and regulations.

Our Board of Directors has determined that each of Mr. Howe, Ms. Swenson, Mr. Mulica and Mr. Kneuer is an independent director in accordance with Nasdaq listing rules and the applicable requirements of Rule 10A-3 of the Securities Exchange Act of 1934, as amended. Our Board of Directors has further determined that each of the members of the Audit Committee satisfy the financial literacy and sophistication requirements of the Nasdaq listing rules.

Item 11. Executive Compensation.

Our named executive officers for the year ended December 31, 2021, consisting of one individual who served as an executive officer at year-end and one former executive officer for whom disclosure would have been provided but for the fact that such individual was not serving as an executive officer as of December 31, 2021, are: Robert Tirva, our President, Chief Financial Officer and Chief Operating Officer, and Thomas W. Wilkinson, our former Chief Executive Officer. Mr. Liu is not considered a named executive officer for the year ended December 31, 2021 because he was not an executive officer of the Company during 2021.

Summary Compensation Table

The following table sets forth information regarding compensation earned during the years ended December 31, 2021 and December 31, 2020 by our named executive officers, or NEOs.

Name and Principal Position	Year	Salary (\$)	Bonus (\$)	Stock Awards (\$) ⁽¹⁾	Option Awards (\$) ⁽¹⁾	Non-Equity Incentive Plan Compensation (\$)	All Other Compensation (\$)	Total (\$)
Robert Tirva	2021	\$325,000	\$400,000 ⁽²⁾	\$199,999	\$ —	\$ —	\$ —	\$ 924,999
<i>President, Chief Financial Officer and Chief Operating Officer</i>	2020	\$300,000	\$ 90,000	\$531,252	\$ —	\$ —	\$ —	\$ 921,252
Thomas W. Wilkinson	2021	\$166,667	\$ —	\$ —	\$ —	\$ —	\$ 440,364 ⁽³⁾	\$ 607,031
<i>Former Chief Executive Officer</i>	2020	\$400,000	\$160,000	\$475,050	\$ —	\$ —	\$ 8,650 ⁽⁴⁾	\$1,043,700

- (1) This column reflects the full grant date fair value for stock awards or options, respectively, granted during the fiscal year as measured pursuant to ASC Topic 718 as stock-based compensation in our consolidated financial statements. The grant date fair value of stock awards were based on the closing price per share of our common stock on the applicable grant date. These amounts do not necessarily correspond to the actual value that may be recognized from the stock options and stock awards by the NEOs.

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- (2) 50% of Mr. Tirva's net (after applicable withholding taxes) bonus for 2021 was paid in fully-vested shares of our common stock awarded under our 2019 Equity Incentive Plan (233,638 shares of our common stock granted on January 27, 2022).
 - (3) Represents (a) severance benefits (including estimated cost of reimbursement of premiums to continue health insurance under COBRA for one year) of \$430,714 payable to Mr. Wilkinson pursuant to his Separation and Release Agreement with the Company, and (b) \$9,650 for World Presidents Organization activities to which Mr. Wilkinson was entitled pursuant to his employment agreement.
 - (4) Represents \$8,650 for World Presidents Organization activities to which Mr. Wilkinson was entitled pursuant to his employment agreement.

Outstanding Equity Awards at December 31, 2021

The following tables provide information about outstanding equity awards held by each of our named executive officers at December 31, 2021. Awards for the named executive officers were granted under our 2019 Equity Incentive Plan.

Option Awards

Name	Grant Date	Exercisable	Number of Securities Underlying Unexercised Options (#)	Option Exercise Price	Option Expiration Date
Robert Tirva	11/1/2019	9,510 ⁽¹⁾	16,899	\$ 22.60	10/31/2029

- (1) 25% of the shares of common stock underlying the option, or 4,225 shares, vested in September 2020, the first anniversary of the vesting commencement date, and the remainder will vest in 36 equal monthly installments thereafter, subject to Mr. Tirva's continuous service through the relevant vesting dates. During the 13 months following a change in control, if we terminate Mr. Tirva's employment without cause or if Mr. Tirva resigns for good reason, vesting of this option will accelerate in full.

Stock Awards

Name	Grant Date	Number of Shares or Units of Stock that Have Not Vested (#)	Market Value of Shares or Units of Stock That Have Not Vested (\$) ⁽¹⁾
Robert Tirva	11/1/2019	4,224 ⁽¹⁾	\$ 3,894
	6/9/2020	34,350 ⁽²⁾	\$ 31,664
	9/29/2020	7,500 ⁽²⁾	\$ 6,914
	06/18/2021	33,495 ⁽³⁾	\$ 30,876

- (1) 25% of the shares, or 2,113 shares, vested in September 2020, the first anniversary of the vesting commencement date, and the remainder will vest in 3 equal annual installments thereafter, subject to Mr. Tirva's continuous service through the relevant vesting dates. During the 13 months following a change in control, if we terminate Mr. Tirva's employment without cause or if Mr. Tirva's resigns for good reason, vesting of this award will accelerate in full.

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- (2) 25% of the shares, or 13,950 shares, vested in June 2021, the first anniversary of the vesting commencement date, and the remainder will vest in 3 equal annual installments thereafter, subject to Mr. Tirva's continuous service through the relevant vesting dates. During the 13 months following a change in control, if we terminate employment without cause or individual resigns for good reason, vesting of these awards will accelerate in full.
 - (3) 100% of the shares are scheduled to vest on June 18, 2022, subject to continuous employment thru the relevant vest date. During the 13 months following a change in control, if we terminate employment without cause or individual resigns for good reason, vesting of these awards will accelerate in full.
 - (4) Based on closing price of our common stock as reported on the Nasdaq Global Market on December 31, 2021 (\$0.9218).

Agreements with Our Named Executive Officers

Set forth below are descriptions of our employment agreements with our named executive officers. For a discussion of the severance pay and other benefits to be provided in connection with a termination of employment and/or a change in control under the arrangements with our named executive officers that were providing services to the Company as of December 31, 2021, see “—Potential Payments upon Termination or Change in Control.”

Mr. Wilkinson. In October 2019, we entered into an employment agreement with Mr. Wilkinson. Under the terms of the employment agreement, Mr. Wilkinson received an annual base salary of \$400,000. Further, he was eligible, beginning in the fiscal year 2020, for an annual bonus of 100% of his base salary based on performance against targets determined by the Board of Directors at the beginning of each year. In the Wilkinson employment agreement, the Company agreed to establish a transaction bonus plan (as further described below), which will be funded by 10% of the consideration payable to company stockholders in the event of a change in control after deducting transaction expenses, of which Mr. Wilkinson shall have a 50% interest. In addition, Mr. Wilkinson was entitled to receive up to \$15,000 each year for his participation in World Presidents Organization activities and a monthly stipend of \$2,000 indefinitely while employed by the Company for office space in Austin, Texas. Mr. Wilkinson was eligible to participate in the employee benefit plans generally available to our employees, as well as in discretionary bonuses (if any) approved by the Board of Directors from time to time.

Mr. Tirva. In September 2019, we entered into an employment agreement with Mr. Tirva, which was first amended in December 2019. Under the terms of the employment agreement, Mr. Tirva was entitled to an annual base salary of \$300,000 and was eligible to receive an annual bonus of 50% of his base salary based on performance against targets to be determined by the Board of Directors at the beginning of each year.

On October 14, 2021, we entered into an amended employment agreement with Mr. Tirva. The amended employment agreement reflects Mr. Tirva’s position as the Company’s President, Chief Financial Officer and Chief Operating Officer and provides that Mr. Tirva will receive an annual base salary of \$400,000. The amended employment agreement also provides that Mr. Tirva’s target annual bonus opportunity is 100% of his base salary, with the actual annual bonus amount to be determined each year based on performance against performance targets determined by the Board of Directors. Mr. Tirva is also eligible to participate in the employee benefit plans generally available to our employees.

Potential Payments upon Termination or Change in Control

Each of our named executive officers that were providing services to the Company as of December 31, 2021 is eligible to receive certain benefits pursuant to his employment agreement with us, as described below. “Cause,” “good reason,” “enterprise value,” “financial investors” and “change in control” are defined in the applicable employment agreements with each of our named executive officers.

Mr. Wilkinson. Mr. Wilkinson’s employment agreement provided that, upon Mr. Wilkinson’s termination without cause, or due to his death, permanent disability or for good reason, in either case at any time prior to a change in control or more than 13 months after a change in control, Mr. Wilkinson would receive 12 months of continued base salary and reimbursement for COBRA health insurance premiums for up to 12 months following the date of termination. If Mr. Wilkinson’s employment was terminated without cause, or his employment was terminated for good reason, in either case at any time within 13 months after a change in control, Mr. Wilkinson would have received 18 months of continued base salary, reimbursement for COBRA health insurance premiums for a period of up to 18 months, 150% of his target bonus for the year of termination (assuming full achievement, but no over-achievement, of performance targets under the bonus plan), and accelerated vesting of any then outstanding options or stock awards.

In connection with his separation with the Company, on May 31, 2021 we entered into a Separation and Release Agreement with Mr. Wilkinson (the “Separation Agreement”). Pursuant to the Separation Agreement, we agreed to provide severance benefits (consisting of total cash severance pay of \$400,000 and reimbursement of premiums to continue health insurance under COBRA for up to one year) to Mr. Wilkinson which were consistent with the severance benefits provided for in his employment agreement. In consideration for such severance benefits, the Separation Agreement includes a general release of claims by Mr. Wilkinson in favor of the Company. All of the

stock options and stock awards that we had granted to Mr. Wilkinson prior to his separation terminated upon his separation to the extent that they had not vested prior to the date of his separation. In accordance with the Separation Agreement, Mr. Wilkinson's participation in our transaction bonus plan terminated on November 30, 2021.

Mr. Tirva. Mr. Tirva's amended employment agreement provides that if his employment with us is terminated by us without cause or by Mr. Tirva for good reason, in any such case prior to a change in control or more than 13 months after a change in control, or due to Mr. Tirva's death or permanent disability, Mr. Tirva will receive 12 months of continued base salary and reimbursement for COBRA health insurance premiums for up to 12 months following the date of termination. If Mr. Tirva's employment with us is terminated by us without cause, or if he terminates his employment with us for good reason, in either case at any time within 13 months after a change in control, Mr. Tirva will receive 18 months of continued base salary, reimbursement for COBRA health insurance premiums for a period of up to 18 months, 150% of his target bonus for the year of termination (assuming full achievement, but no over-achievement, of performance targets under the bonus plan), and accelerated vesting of any then-outstanding options or stock awards granted by the Company to him. The severance benefits described above would, if triggered, be conditioned on Mr. Tirva providing us with a release of claims in a form acceptable to us. The amended employment agreement also provides that if Mr. Tirva's employment with us is terminated by us without cause, by Mr. Tirva for good reason, or due to his death or permanent disability, he will receive a pro-rated target annual bonus for the year in which the termination of employment occurs.

Transaction Bonus Plan

In December 2019, our Board of Directors approved a transaction bonus plan that is intended to incentivize Company employees who are in a position to significantly impact the value received by the Company's stockholders in a change of control transaction. Pursuant to the plan, upon consummation of a change of control transaction, 10% of the consideration payable to Company stockholders, after deducting transaction expenses, will be distributed to plan participants, including Mr. Wilkinson and Mr. Tirva. The plan has a three-year term and may be extended by the administrator. Subject to the terms of the plan, participants must be continuously providing services to the Company through the date of the closing of a change in control transaction to be eligible to receive a bonus thereunder, and payment is contingent upon delivery and non-revocation of a general release of claims. Our Board of Directors has allocated a 50% interest in the plan to Mr. Wilkinson and a 10% interest in the plan to Mr. Tirva.

As noted above, Mr. Wilkinson's participation in the transaction bonus plan terminated on November 30, 2021.

Executive Bonus Plan

Given the uncertainties of the global pandemic that existed during most of 2021, our Board of Directors did not approve bonus plan metrics or targets for 2021. Instead, the Board of Directors met at the end of the year and considered the Company's performance during the year. The Board of Directors determined that Mr. Tirva would be paid a bonus of \$400,000 based on the Company's performance and his contributions during 2021.

Pension Benefits

Our named executive officers did not participate in, or otherwise receive any benefits under, any pension or retirement plan sponsored by us during 2021.

Nonqualified Deferred Compensation

Our named executive officers did not participate in, or earn any benefits under, a nonqualified deferred compensation plan sponsored by us during 2021.

Employee Benefit Plans

We believe that our ability to grant equity-based awards is a valuable and necessary compensation tool that aligns the long-term financial interests of our executive officers with the financial interests of our stockholders. In addition, we believe that our ability to grant options and other equity-based awards helps us to attract, retain and motivate

executive officers and encourages them to devote their best efforts to our business and financial success. Vesting of equity awards (other than awards granted in lieu of cash salary or bonus) is generally tied to continuous service with us and serves as an additional retention measure. Our executive officers generally are awarded an initial new hire grant upon commencement of employment.

Each of our named executive officers currently employed by us holds equity awards under our 2019 Equity Incentive Plan that were granted subject to the general terms thereof and the applicable forms of award agreement thereunder. The specific vesting terms of each named executive officer's equity awards are described above under "Outstanding Equity Awards as of December 31, 2021."

Prior to our initial public offering, we granted all equity awards pursuant to our 2012 Equity Incentive Plan. We currently grant all equity awards pursuant to our 2019 Equity Incentive Plan. All options are granted with a per share exercise price equal to no less than the fair market value of a share of our Common Stock on the date of the grant, and generally vest on a monthly basis over 48 months, subject to the continued service with us through each vesting date. All options have a maximum term of up to 10 years from the date of grant, subject to earlier expiration following the cessation of an executive officer's continuous service with us. Option vesting is subject to acceleration as described above under "Potential Payments upon Termination or Change in Control." Options generally remain exercisable for three months following an executive officer's termination, except in the event of a termination for cause or due to disability or death. Restricted stock unit awards ("RSUs") generally vest annually over 4 years (other than awards granted in lieu of cash salary or bonus, which may be vested at grant), subject to the continued service with us through each vesting date.

Health and Welfare Benefits

We pay premiums for medical insurance, dental insurance, and vision insurance for all full-time employees, including our named executive officers. These benefits are available to all full-time employees, subject to applicable laws.

401(k) Plan

We maintain a defined contribution retirement plan that provides eligible U.S. employees with an opportunity to save for retirement on a tax advantaged basis. Eligible employees may defer eligible compensation on a pre-tax, or after-tax, basis, up to the statutorily prescribed annual limits on contributions under the Code. Contributions are allocated to each participant's individual account and are then invested in selected investment alternatives according to the participants' directions. Employees are immediately and fully vested in their contributions. The 401(k) plan is intended to be qualified under Section 401(a) of the Code with the 401(k) plan's related trust intended to be tax exempt under Section 501(a) of the Code. As a tax-qualified retirement plan, contributions to the 401(k) plan are deductible by us when made, and contributions and earnings on those amounts are not taxable to the employees until withdrawn or distributed from the 401(k) plan. We currently provide a matching contribution under the 401(k) plan.

Director Compensation

The following table sets forth information regarding compensation earned during the year ended December 31, 2021 by our non-employee directors who served as directors during such year. Mr. Wilkinson, our former Chief Executive Officer, served on our Board of Directors but did not receive compensation for his service as a director and the compensation paid to Mr. Wilkinson for his service as an employee during the year ended December 31, 2021, is set forth in the "Summary Compensation Table" above.

Name	Fees earned or Paid in Cash (\$)	Stock awards ⁽¹⁾⁽⁴⁾ (\$)	Option awards ⁽¹⁾ (\$)	Total(\$)
Alan Howe	\$ 50,000	\$ 59,998 ⁽²⁾	—	\$109,998
John Kneuer	\$ 64,667	\$ 59,998 ⁽²⁾	—	\$124,665
Sue Swenson	\$ 57,000	\$ 59,998 ⁽²⁾	—	\$116,998
Kenny Young ⁽⁵⁾	—	—	—	\$ 0
Michael Mulica	\$ 21,500	\$224,349 ⁽³⁾	—	\$245,849
Ken Naumann ⁽⁶⁾	—	\$ 39,100 ⁽⁶⁾	—	\$ 39,100

- (1) This column reflects the full grant date fair value for stock awards or options, respectively, granted during the year ended December 31, 2021 as measured pursuant to ASC Topic 718 as stock-based compensation in our consolidated financial statements. The grant date fair value of stock awards were based on the closing price per share of our common stock on the applicable grant date. These amounts do not necessarily correspond to the actual value that may be recognized from the stock awards by the non-employee directors.
- (2) Each non-employee director was awarded 27,906 RSUs on November 12, 2021 having a grant date fair value of \$59,998.
- (3) Mr. Mulica was awarded 6,626 RSUs on June 17, 2021 for his initial appointment to the Board of Directors having a grant date fair value of \$39,100, 75,000 RSUs on October 18, 2021 having a grant date fair value of \$155,250, and 13,953 RSUs on November 12, 2021 having a grant date fair value of \$29,999.
- (4) As of December 31, 2021, each non-director employee held the following number of RSUs: (i) Mr. Howe (36,206); (ii) Mr. Kneuer (36,206); (iii) Ms. Swenson (36,206); and Mr. Mulica (95,579) Messrs. Young and Naumann, did not hold any RSUs at the end of fiscal 2021. As of December 31, 2021, each non-director employee held the following number stock options: (i) Mr. Howe (4,625); (ii) Mr. Kneuer (4,392); and (iii) Ms. Swenson (4,392). Messrs. Young, Mulica and Naumann did not hold any stock options at the end of fiscal 2021.
- (5) Mr. Young declined to receive any compensation for his services as a member of the Board of Directors and any committee thereof. Mr. Young resigned from the Board of Directors effective February 3, 2022.
- (6) Mr. Naumann was awarded 6,626 RSUs on June 17, 2021 for his initial appointment to the Board of Directors having a grant date fair value of \$39,100. Mr. Naumann resigned from the Board of Directors effective July 16, 2021.

Non-Employee Director Compensation Policy

We maintain a non-employee director compensation policy pursuant to which our non-employee directors are eligible to receive compensation for service on our Board of Directors and committees of our Board of Directors. Our Board of Directors or Compensation Committee may amend the non-employee director compensation policy from time to time.

Equity Compensation

Each new non-employee director who joins our Board of Directors is granted an initial award of RSUs under our 2019 Equity Incentive Plan. Messrs. Mulica and Naumann each received an initial award of 6,626 RSUs under our 2019 Equity Incentive Plan in June 2021. Each of these annual awards vest in full on the earlier of the first anniversary of the grant date, immediately prior to the next annual meeting of the Company's stockholders, a change in control of the Company, or the director's death or disability, subject to the director's continued service through the applicable vesting date.

Each of our non-employee directors continuing to serve on the Board of Directors also receives an annual equity award of RSUs under our 2019 Equity Incentive Plan. As noted above, for 2021 these awards were granted on November 12, 2021 and had a grant date fair value of \$59,998. Mr. Mulica's annual grant was pro-rated based on his 2021 service period and had a grant date fair value of \$29,999. On the date of each annual meeting of our stockholders beginning in 2022, if an annual meeting is held, each non-employee director who will continue as a non-employee director following such meeting will be granted an award of RSUs under our 2019 Equity Incentive Plan having an aggregate grant date fair value of \$60,000. Each of these annual awards vest in full on the earlier of the first anniversary of the grant date, immediately prior to the next annual meeting of the Company's stockholders, a change in control of the Company, or the director's death or disability, subject to the director's continued service through the applicable vesting date.

If a non-employee director is appointed or elected to our Board of Directors other than in connection with an annual meeting of stockholders, then such non-employee director shall be awarded the full initial grant upon such non-employee director's appointment or election, and the annual grant to be awarded to such non-employee director at the first annual meeting of stockholders following such appointment or election shall be pro-rated for the number of months served prior to such annual meeting of stockholders.

In addition to the above compensation, on October 18, 2021, in recognition of additional committee work and board of Directors assignments, Mr. Mulica was granted an additional received 75,000 RSUs with a grant date fair value of \$155,250.

Each RSUs award granted under the policy will fully vest upon a change of control or thenon-employee director's death or disability.

Cash Compensation

Each non-employee director will receive an annual cash retainer of \$35,000 for serving on our Board of Directors. Thenon-executive chairperson of our Board of Directors will receive an additional annual cash retainer of \$25,000.

The chairperson and members of the three principal standing committees of our Board of Directors will be entitled to the following annual cash retainers:

Board Committee	Chairperson Fee	Member Fee
Audit Committee	\$ 15,000	\$ 7,500
Compensation Committee	\$ 10,000	\$ 5,000
Nominating and Corporate Governance Committee	\$ 7,500	\$ 3,750

All annual cash compensation amounts will be payable in equal quarterly installments in arrears, pro-rated based on the days served in the applicable fiscal quarter.

We also reimburse all reasonable out-of-pocket expenses incurred by non-employee directors for their attendance at meetings of our Board of Directors or any committee thereof.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters.

Security Ownership of Certain Beneficial Owners and Management

The following table sets forth information as of April 26, 2022 (except where otherwise indicated) regarding the beneficial ownership of our common stock by:

- each person, or group of affiliated persons, who is known by us to own beneficially five percent or more of the outstanding shares of our common stock;
- each of our current directors;
- each of our named executive officers; and
- all of our current directors and executive officers as a group.

The number of shares owned and percentage ownership in the following table is based on 19,269,338 shares of common stock outstanding on April 26, 2022. Except as otherwise indicated below, the address of each officer and director listed below is c/o 6500 River Place Boulevard, Bldg. 7, S#250, Austin, TX.

We have determined beneficial ownership in accordance with the rules of the SEC. These rules generally attribute beneficial ownership of securities to persons who possess sole or shared voting power or investment power with respect to those securities. In addition, these rules require that we include shares

of common stock issuable pursuant to the exercise of stock options and RSUs that are either immediately exercisable or exercisable within 60 days of April 26, 2022. These shares are deemed to be outstanding and beneficially owned by the person holding those options and RSUs for the purpose of computing the percentage ownership of that person, but they are not treated as outstanding for the purpose of computing the percentage ownership of any other person. Unless otherwise indicated, we believe that the persons or entities identified in this table have sole voting and investment power with respect to all shares shown as beneficially owned by them, subject to applicable community property laws.

Name and Address of Beneficial Owner	Total	Percent
5% Stockholders:		
Directors and Named Executive Officers:		
Robert Tirva ⁽¹⁾	318,875	1.65%
Tom Wilkinson	0	*
John Kneuer ⁽²⁾	7,144	*
Alan Howe ⁽³⁾	8,266	*
Susan G. Swenson ⁽⁴⁾	6,700	*
Mike Mulica ⁽⁵⁾	6,626	*
Total of all Current Directors and Executive Officers	457,184	2.37%

* Represents less than 1% of the outstanding shares of our common stock.

- (1) Consists of 259,809 shares held directly by Robert Tirva, 47,445 shares subject to RSUs vesting and exercisable within 60 days of April 26, 2022 and 11,621 shares issuable upon the exercise of outstanding options held by Robert Tirva exercisable within 60 days April 26, 2022
- (2) Consists of 4,014 shares held directly by John Kneuer, and 3,100 shares subject to RSUs vesting and exercisable within 60 days of April 26, 2022.
- (3) Consists of 4,933 shares held directly by Alan Howe, 3,100 shares subject to RSUs vesting and exercisable within 60 days of April 26, 2022 and 233 shares issuable upon the exercise of outstanding options that are fully vested.
- (4) Consists of 3,600 shares held directly by Susan Swenson, and 3,100 shares subject to RSUs vesting and exercisable within 60 days of April 26, 2022.
- (5) Consists of 6,626 shares subject to RSUs held by Mike Mulica exercisable within 60 days of April 26, 2022.

Equity Compensation Plan Information

The following table provides certain information with respect to all of Sonim's equity compensation plans in effect as of December 31, 2021:

Plan Category	Number of Securities to be Issued upon Exercise of Outstanding Options, Warrants and Rights (a)	Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights (b)	Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in Column (a)) (c)
Equity compensation plans approved by security holders	442,524 ⁽¹⁾	\$ 39.9972 ⁽²⁾	596,580 ⁽³⁾
Equity compensation plans not approved by security holders	—	—	—
Total	442,524	\$ 39.9972	596,580

- (1) The aggregate number consists of the following: 40,738 shares subject to options to purchase common stock issued pursuant to our 2012 Equity Incentive Plan as of December 31, 2021, 54,675 shares subject to options to purchase common stock issued pursuant to our 2019 Equity Incentive Plan as of December 31, 2021, and 347,111 shares issuable upon vesting of outstanding RSUs issued pursuant to our 2019 Equity Incentive Plan as of December 31, 2021.

- (2) This weighted average exercise price does not reflect shares that will be issued upon the vesting of outstanding RSUs.
- (3) Includes 538,243 shares authorized for future issuance under our 2019 Equity Incentive Plan and 58,337 shares authorized for future issuance under our 2019 Employee Stock Purchase Plan as of December 31, 2021. Under 2019 Employee Stock Purchase Plan, the number of shares of common stock reserved for issuance will automatically increase on January 1 of each calendar year for 10 years, starting January 1, 2020, and ending on, and including, January 1, 2029, in an amount equal to the lesser of 1% of the total number of shares of capital stock outstanding on December 31st of the prior calendar year, and (ii) 50,000 shares, unless the Board of Directors or Compensation Committee determines prior to such date that there will be a lesser increase, or no increase. Effective January 1, 2022, 50,000 additional shares were added to the 2019 Employee Stock Purchase Plan. Under the 2019 Equity Incentive Plan, the number of shares subject to outstanding stock options or other stock awards that were granted under the 2012 Option Plan that are forfeited, terminated, expire, or are otherwise not issued are available for issuance. Additionally, the number of shares of common stock reserved for issuance under the 2019 Equity Incentive Plan will automatically increase on January 1 of each calendar year for 10 years, starting January 1, 2020 and ending on and including January 1, 2029, in an amount equal to 5% of the total number of shares of capital stock outstanding on December 31 of the prior calendar year, unless the Board of Directors or Compensation Committee determines prior to the date of increase that there will be a lesser increase, or no increase. Effective January 1, 2022, 940,444 additional shares were added to the 2019 Equity Incentive Plan. Subject to certain express limits of the 2019 Equity Incentive Plan, shares available for award purposes under the 2019 Equity Incentive Plan generally may be used for any type of award authorized under that plan, including options, stock appreciation rights, restricted stock, RSUs, performance-based stock or cash awards or other similar rights to purchase or acquire shares of our common stock.

Item 13. Certain Relationships and Related Transactions, and Director Independence.

Policies and Procedures for Related Party Transactions

We have a written Related-Person Transactions Policy that sets forth the Company's policies and procedures regarding the identification, review, consideration and approval or ratification of "related-persons transactions." For purposes of the Company's policy only, a "related-person transaction" is a transaction, arrangement or relationship (or any series of similar transactions, arrangements or relationships) in which the Company and any "related person" are participants involving an amount that exceeds \$120,000. Transactions involving compensation for services provided to the Company as an employee, director, consultant or similar capacity by a related person are not covered by this policy. A related person is any executive officer, director, or more than 5% stockholder of the Company, including any of their immediate family members, and any entity owned or controlled by such persons.

Under the policy, where a transaction has been identified as a related-person transaction, management must present information regarding the proposed related-person transaction to the Audit Committee (or, where Audit Committee approval would be inappropriate, to another independent body of the Board of Directors) for consideration and approval or ratification. The presentation must include a description of, among other things, the material facts, the interests, direct and indirect, of the related persons, the benefits to the Company of the transaction and whether any alternative transactions were available. To identify related-person transactions in advance, the Company relies on information supplied by its executive officers, directors and certain significant stockholders. In considering related-person transactions, the Audit Committee takes into account the relevant available facts and circumstances including, but not limited to (a) the risks, costs and benefits to the Company, (b) the impact on a director's independence in the event the related person is a director, immediate family member of a director or an entity with which a director is affiliated, (c) the terms of the transaction, (d) the availability of other sources for comparable services or products and (e) the terms available to or from, as the case may be, unrelated third parties or to or from employees generally. In the event a director has an interest in the proposed transaction, the director must recuse himself or herself from the deliberations and approval. The policy requires that, in determining whether to approve, ratify or reject a related-person transaction, the Audit Committee consider, in light of known circumstances, whether the transaction is in, or is not inconsistent with, the best interests of the Company and its stockholders, as the Audit Committee determines in the good faith exercise of its discretion.

Related Party Transactions

The following is a description of transactions since January 1, 2020 to which we have been a participant and in which (i) the amount involved exceeded or will exceed the lesser of \$120,000 or one percent of the average of our total assets as of December 31, 2021 and 2020, and (ii) any of our directors, executive officers or holders of more than 5% of our common stock, or any members of their immediate family, had or will have a direct or indirect material interest, other than compensation arrangements which are described in the sections titled “Executive Compensation” and “Management—Non-Employee Director Compensation.”

B. Riley Loan Agreement

In October 2017, we entered into a subordinated term loan and security agreement (the “Loan Agreement”) with B. Riley Principal Investments, LLC, a former significant stockholder of the Company, pursuant to which we borrowed \$10.0 million in principal secured subordinated indebtedness pursuant to the B. Riley Convertible Note. In March 2018, we amended the Loan Agreement to increase the available aggregate principal borrowings to \$12.0 million and borrowed an additional \$2.0 million in principal secured subordinated indebtedness pursuant to the B. Riley Convertible Note, as amended. In July 2019, we prepaid \$3.25 million in principal and interest under the B. Riley Convertible Note.

On June 1, 2020, we entered into a Note Amendment and Debt Cancellation Agreement (the “Note Amendment”) with B. Riley Principal Investments, LLC, which provided that, contingent upon the closing of the underwritten public offering pursuant to a registration statement Form S-1 (File No. 333-238869), that certain principal amount, accrued interest and other amounts outstanding under the B. Riley Convertible Note would convert into shares of common stock to be issued to B. Riley Principal Investments, LLC or its affiliates at the public offering price of shares of our common stock in the offering.

Pursuant to the Note Amendment, as amended, \$6,170,125.51 of principal amount, accrued interest and other amounts outstanding under the B. Riley Convertible Note converted into an aggregate of 8,226,834 shares of the Company’s common stock issued to the selling stockholders (the “Conversion Shares”) on June 10, 2020. On June 11, 2020, we entered into a registration rights agreement with the Robert Plaschke, our former Chief Executive Officer and a member of our Board of Directors, entities affiliated with B. Riley Financial, Inc. and the other parties thereto pursuant to which we agreed to file a registration statement covering the resale by such parties to the registration rights agreement of the Conversion Shares and to use our best efforts to cause such registration statement to become effective upon the time frames set forth in the registration rights agreement. We filed a registration statement on Form S-1 covering the resale of the Conversion Shares on July 2, 2020 (File No. 333-239664), which was declared effective by the SEC on July 13, 2020.

Limitation of Liability and Indemnification of Officers and Directors

The Company provides indemnification for its directors and officers so that they will be free from undue concern about personal liability in connection with their service to the Company. Under the Company’s Bylaws, the Company is required to indemnify its directors and officers to the extent not prohibited under Delaware or other applicable law. The Company has also entered into indemnity agreements with its executive officers and directors. These agreements provide, among other things, that the Company will indemnify the officer or director, under the circumstances and to the extent provided for in the agreement, for expenses, damages, judgments, fines and settlements he or she may be required to pay in actions or proceedings which he or she is or may be made a party by reason of his or her position as a director, officer or other agent of the Company, and otherwise to the fullest extent permitted under Delaware law and the Company’s Bylaws.

Director Independence

As required by applicable rules of Nasdaq and our Corporate Governance Guidelines, a majority of the members of our Board of Directors qualify as “independent,” as affirmatively determined by the Board of Directors.

Our Board of Directors undertook a review of the independence of each director and considered whether any director has a material relationship that could compromise his or her ability to exercise independent judgment in carrying out his or her responsibilities as a director. After review of all relevant transactions or relationships between each director, or any of his or her family members, and the Company, its senior management and its independent registered public accounting firm, the Board of Directors affirmatively determined that the following directors are independent directors within the meaning of the applicable Nasdaq listing standards: Ms. Swenson and Messrs. Howe, Kneuer and Mulica. In making these determinations, our Board of Directors considered certain relationships and transactions that occurred in the ordinary course of business between the Company and entities which some of our directors are or have been affiliated. The Board of Directors determined that such transactions would not impair the particular director's independence or interfere with the exercise of independent judgment in carrying out director responsibilities. In addition, our Board of Directors previously determined that each of Kenny Young and Ken Naumann were independent directors pursuant to applicable rules of Nasdaq during their respective service on our Board of Directors in fiscal 2021.

Item 14. Principal Accountant Fees and Services.

Moss Adams LLP (Campbell, CA, PCAOB ID:659), who performed our audit services for fiscal year 2021 including an audit of the consolidated financial statements and services related to filings with the SEC, has served as our independent registered public accounting firm since 2013.

The following table presents fees for professional audit services rendered by Moss Adams LLP for the audit of our annual financial statements for fiscal 2021 and fiscal 2020, and fees billed for other services rendered by Moss Adams LLP during fiscal 2021 and fiscal 2020.

<u>Type of Fees</u>	<u>Fees for Fiscal 2021</u>	<u>Fees for Fiscal 2020</u>
Audit Fees ⁽¹⁾	\$ 664,250	\$ 734,425
Audit-Related Fees	—	—
Tax Fees ⁽²⁾	39,108	72,991
All Other Fees	—	—
Total Fees	\$ 703,358	\$ 807,416

- (1) Audit Fees consist of fees for: professional services rendered for the audit of our consolidated financial statements included in our annual report, the review of our interim consolidated financial statements included in our quarterly reports and services in connection with our Registration Statements on Form S-1 and Form S-3.
- (2) Tax Fees consist of fees for tax compliance and tax advice.

The Audit Committee must pre-approve all audit related services and permissible non-audit services (unless in compliance with exceptions available under applicable laws and rules related to immaterial aggregate amounts of services) provided by our independent registered public accounting firm. However, the Audit Committee may delegate preapproval authority to one or more committee members so long as any such preapproval decisions are presented to the full committee at the next scheduled meeting.

All services rendered by Moss Adams LLP, our independent registered public accounting firm, during fiscal 2021 and fiscal 2020 were pre-approved by the Audit Committee in accordance with the audit committee pre-approval policy.

PART IV

Item 15. Exhibits and Financial Statement Schedules.

The following documents are filed as part of this report:

1. **Financial Statements.** The following consolidated financial statements and related documents are filed as part of this report:

See Part II, Item 8 of the Original Filing.

2. **Financial Statement Schedules.** Schedules are omitted because they are not required or applicable, or the required information is included in the Financial Statements or related notes.
3. **Exhibits.** The Exhibits listed in the accompanying Exhibit Index are filed or incorporated by reference as part of, or furnished with, this report.

Exhibit Index

Exhibit Number	Description	Form	File No.	Incorporated by Exhibit Reference	Filing Date
3.1†	Amended and Restated Certificate of Incorporation of the Registrant.	8-K	001-38907	3.1	May 17, 2019
3.2†	Certificate of Amendment to the Amended and Restated Certificate of Incorporation, effective September 15, 2021.	8-K	001-38907	3.1	September 15, 2021
3.3†	Amended and Restated Bylaws of the Registrant.	8-K	001-38907	3.1	November 8, 2021
4.1†	Form of Common Stock Certificate of the Registrant	S-1/A	333-230887	4.1	April 29, 2019
4.2†	Description of the Registrant's Securities	10-K	001-38907	4.4	March 27, 2020
10.1†**	2012 Equity Incentive Plan and forms of agreements thereunder	S-1	333-230887	10.1	April 15, 2019
10.2†**	2019 Equity Incentive Plan (as amended)	8-K	001-38907	10.1	October 1, 2020
10.3†**	2019 Employee Stock Purchase Plan	S-1/A	333-230887	10.3	April 29, 2019
10.4†**	Form of Indemnification Agreement, by and between the Registrant and each of its directors and executive officers.	S-1	333-230887	10.4	April 15, 2019
10.5†**	Office Lease Agreement, by and between the Registrant and BCSP Crossroads Property LLC, dated May 25, 2006, as amended.	S-1	333-230887	10.8	April 15, 2019
10.6†+	Amended and Restated Global Patent License Agreement, by and between Telefonaktiebolaget LM Ericsson (Publ) and the Registrant, effective as of January 1, 2017.	S-1	333-230887	10.11	April 15, 2019
10.7†**	Patent License Agreement, by and between Nokia Corporation and the Registrant, effective as of September 23, 2008, as amended.	S-1/A	333-230887	10.12	April 29, 2019
10.8†**	Employment Agreement by and between the Registrant and Thomas Wilkinson, dated October 29, 2019.	10-K	001-38907	10.18	March 27, 2020
10.9†**	Transaction Bonus Plan.	10-K	001-38907	10.19	March 27, 2020
10.10†**	Employment Letter Agreement, dated October 14, 2021, by and Between Sonim Technologies, Inc. and Robert Tirva.	8-K	001-38907	10.1	October 15, 2021
10.11†**	Registration Rights Agreement between Sonim Technologies, Inc. and B. Riley Principal Investments, LLC and BRC Partners Opportunity Fund, L.P. dated June 11, 2020.	8-K	001-38907	10.1	June 17, 2020
10.12†**	Frame Purchase Agreement dated December 18, 2020 by and among Sonim Technologies, Inc. and Dongguan Unicair Communication Technology Co. Ltd.	8-K	001-38907	10.1	December 18, 2020
10.13†**	Asset Purchase & Employee Transfer Agreement dated December 22, 2020 by and among Sonim Technologies (India) Private Limited and Coforge Ltd.	8-K	001-38907	10.1	December 29, 2020
10.14†**	ODM Services Agreement dated February 26, 2021 by and among Sonim Technologies, Inc. and FIH (Hong Kong) Limited	8-K	001-38907	10.1	March 4, 2021
10.15†**	2021 Non-Employee Director Compensation Policy.	10-Q	001-38907	10.2	November 10, 2021
10.16**	Retention and Separation Agreement, dated April 13, 2022, by and among Sonim Technologies, Inc. and Robert Tirva				*
10.17**	Employment Letter Agreement, dated July 31, 2013, by and among Sonim Technologies, Inc. and Peter Liu				*
10.18**	Offer Letter Amendment, dated February 1, 2016, by and among Sonim Technologies, Inc. and Peter Liu				*
10.19**	Amendment of Offer Letter, dated April 13, 2022, by and among Sonim Technologies, Inc. and Peter Liu				*
10.20	Form of Voting Agreement	8-K	001-38907	10.2	April 14, 2022
10.21	Form of Support Agreement	8-K	001-38907	10.3	April 14, 2022
10.22	Form of Registration Rights Agreement	8-K	001-38907	10.4	April 14, 2022
21.1†	Subsidiaries of the Registrant.	10-K	001-38907	21.1	March 21, 2022
23.1†	Consent of Independent Registered Public Accounting Firm.	10-K	001-38907	23.1	March 21, 2022
31.1†	Certification of Principal Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	10-K	001-38907	31.1	March 21, 2022
31.2†	Certification of Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	10-K	001-38907	31.2	March 21, 2022
31.3	Certification of Principal Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				*

31.4	Certification of Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.								*
32.1†	Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	10-K	001-38907	32.1	March 21, 2022				
32.2†	Certification of Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	10-K	001-38907	32.1	March 21, 2022				
101.INS†	XBRL Instance Document								
101.SCH†	XBRL Taxonomy Extension Schema Document								
101.CAL†	XBRL Taxonomy Extension Calculation Linkbase Document								
101.DEF†	XBRL Taxonomy Extension Definition Linkbase Document								
101.LAB†	XBRL Taxonomy Extension Label Linkbase Document								
101.PRE†	XBRL Taxonomy Extension Presentation Linkbase Document								
104	Cover Page Interactive Data File - formatted in Inline XBRL and contained in Exhibit 101								

† Included on Original Filing

* Filed herewith.

** Compensatory plan or management contract

+ Portion of this exhibit (indicated by asterisks) have been omitted as the Registrant has determined that (i) the omitted information is not material and (ii) the omitted information would likely cause competitive harm to the Registrant if publicly disclosed.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this Amendment No. 1 to the Form 10-K to be signed on its behalf by the undersigned, thereunto duly authorized

Sonim Technologies, Inc.

Date: May 2, 2022

By: _____ /s/ Robert Tirva
Robert Tirva
President, Chief Financial Officer and Chief Operating Officer
(Duly Authorized Officer)

Sonim Technologies, Inc.

April 13, 2022

Robert Tirva

Re: **Retention and Separation Agreement**

Dear Bob:

As you know, Sonim Technologies, Inc. (the "Company") intends to enter into a Subscription Agreement (the "Subscription Agreement") with AJP Holding Company, LLC ("AJP") pursuant to which AJP will acquire from the Company a majority of the Company's outstanding voting securities. This letter sets forth our agreement as to your employment with the Company through the First Closing (as such term is defined in the Subscription Agreement) and the termination of your employment on the date of the First Closing (your "Separation Date"). If for any reason the First Closing does not occur, this letter agreement will be null and void, and the provisions below will not be effective.

You and the Company hereby agree as follows:

1. From the date hereof through your Separation Date, your employment with the Company will continue to be governed by the terms of the Employment Agreement between you and the Company, dated October 14, 2021 (the "Employment Agreement") as modified by this letter agreement, and you agree to continue to perform your duties for the Company in good faith and to the best of your abilities over such period of time. You understand and acknowledge that it is expected that Peter Liu will be appointed the Company's Chief Executive Officer in connection with the signing of the Subscription Agreement on or about the date hereof. You hereby agree that you will not resign for Good Reason (as defined in your Employment Agreement), and you hereby waive any right you may have to resign for Good Reason, as a result of or in connection with such appointment (including, without limitation, as a result of the reduction of your duties and responsibilities in connection with Peter Liu becoming Chief Executive Officer).
2. Provided that your employment does not terminate for any reason prior to such date, your employment with the Company will terminate on your Separation Date. Upon such termination and subject to your satisfying in full the severance conditions set forth in Section 6(c) of your Employment Agreement (including, without limitation, the requirement that you provide a valid release of claims to the Company), you will be entitled to receive the following severance benefits (in lieu of the severance benefits otherwise provided in your Employment Agreement):

- a cash payment in the amount of one million dollars (\$1,000,000), such payment to be made in equal installments on the Company's regular payroll schedule over a period of twenty (20) months following your Separation from Service (as defined in the Employment Agreement); provided, however, that no payments will be made prior to the thirtieth (30th) day following your Separation from Service and that, on the 30th day following your Separation from Service, the Company will pay you in a lump sum the installment payments that you would have received on or prior to such date under such schedule; and provided, further, that such payments shall be subject to applicable tax withholdings and any delay in payment that may be required pursuant to Section 409A of the U.S. Internal Revenue Code as provided in Section 8 of the Employment Agreement;
- full accelerated vesting of your then-outstanding and unvested stock options and other stock awards granted by the Company; and
- subject to your providing such consulting services as reasonably requested by the Company during the three-month period following your Separation Date (it being understood that you will receive no other consideration for such consulting services) and provided that you timely elect continued health insurance coverage under COBRA, reimbursement by the Company for your COBRA Premiums (as defined in the Employment Agreement) through the period starting on the Separation Date and ending on the earliest to occur of: (x) eighteen (18) months after the Separation Date; (y) the date you become eligible for group health insurance coverage through a new employer; or (z) the date you cease to be eligible for COBRA continuation coverage for any reason, including plan termination (and you agree to immediately notify the Company in writing if you become covered under another employer's group health plan or otherwise cease to be eligible for COBRA during such 18-month period).

The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation, reorganization or otherwise) to all or substantially all of the business or assets of the Company expressly to assume and agree to perform this letter agreement in the same manner and to the same extent the Company would be required to perform if no such succession had taken place. This letter agreement will be binding upon and inure to the benefit of the Company and any such successor to the Company and will inure to the benefit of and be enforceable by your successors.

Nothing contained in this letter agreement constitutes an employment or service commitment by the Company (or any of its subsidiaries or successors) or affects your status as an employee at will who is subject to termination without cause at any time. This letter agreement may be amended only by a written agreement between you and the Company that expressly refers to this letter agreement. The validity, interpretation, construction and performance of this letter agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles thereof.

Except as expressly provided above, the Employment Agreement shall remain in full force and effect in accordance with its current terms. This letter agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

If this letter accurately sets forth our mutual understanding with respect to the foregoing matters, please indicate your acceptance by signing this letter and returning it to any member of the Board of Directors of the Company. A duplicate copy of this letter is included for your records.

[Signature Page to follow]

IN WITNESS WHEREOF, the undersigned parties have executed this letter agreement as of the date first above written.

Sonim Technologies, Inc.

By: /s/ Alan Howe

Print Name: Alan Howe

Title: Director

Accepted and Agreed:

/s/ Robert Tirva

Robert Tirva



July 31, 2013

Mr. Peter Liu (Hau Liu, BA 528459)

Re: Employment Agreement

Dear Peter:

This letter agreement (the "Agreement") confirms the revised terms of your employment with Sonim Technologies, Inc., and Sonim Technologies (Shenzhen) Ltd. (together the "Company" or "Sonim"). This Agreement and these employment terms supersede and replace in their entirety any and all previous promises, representations or agreements on the subjects covered herein, including (without limitation) your offer letter from the Company dated July 28, 2010, and as amended on August 24, 2011 and October 24, 2011 (the "Offer Letter"),

1. **Position and Duties.** You will serve as the Company's Senior Vice President and Country Manager of Greater China. You will report to the Chief Executive Officer of the Company (the "CEO"). You will work at our facility located in Shenzhen, China. Of course, Sonim may change your position, duties, and work location from time to time, as it deems necessary. You will devote your full business time and attention to the business affairs of the Company, except for reasonable vacations and periods of illness or incapacity. As a Sonim employee, you will be expected to abide by Company rules and policies and to acknowledge in writing that you have read the Company's Employee handbook.
2. **Compensation and Benefits.**
 - a. **Base Salary.** You will receive an annual salary of RMB 105,147 monthly (RMB 1,261,770 annualized), less required and designated payroll deductions and withholdings, and payable according to the Company's regular payroll schedule as follows:
 - i. **Base:** RMB 420,085 in gross, you need to pay your individual income tax to China local tax authority by yourself
 - ii. **Bonus Advance for Child's Tuition:** RMB 240,000
 - iii. **Allowance:** RMB 511,685 **Allowance for Medical and Life Insurance:** RMB 90,000
 - b. **Benefits.** You will be eligible to participate in the Company's standard employee benefits pursuant to the terms, conditions and limitations of the applicable benefit plans.
 - c. **Cash Bonus Plan.** As a member of senior management of the Company, you will be eligible to participate under the Company's Cash Bonus Plan, the terms of which are set forth on Exhibit A attached hereto.

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- d. **Equity Incentive Compensation.** Subject to approval by the Board of Directors of the Company (the “Board”), the Company will grant you a new equity award (the “New Equity Award”) pursuant to the Sonim Technologies, Inc. 2012 Equity Incentive Plan (the “Plan”) for shares of the Company’s common stock which together with your outstanding Sonim stock options will provide you common stock equity rights that equal approximately 0.75% of the Company’s fully-diluted capitalization as of the date of grant. The New Equity Award, if granted by the Board, shall be subject to the terms and conditions of the Plan, any amendments thereto, and the applicable grant notice and award agreement.
3. **Proprietary Information Agreement and Company Policies.** At the time of commencement of your employment, you executed an Employment, Confidential Information and Invention Assignment Agreement with the Company (the “Proprietary Information Agreement”), a copy of which is attached hereto as Exhibit A. You acknowledge and agree that you continue to be required to comply with the Proprietary Information Agreement as a condition of your continued employment. In addition, you agree that you will continue to comply with the Company’s policies and procedures generally regarding proprietary and confidential information and otherwise as are in effect from time to time.
4. **No Conflicts.** During the term of your employment with the Company, except on behalf of the Company, you agree not to directly or indirectly, whether as an officer, director, employee, stockholder, partner, proprietor, associate, representative, consultant, agent, or in any capacity whatsoever, engage in, become financially interested in, be employed by or have any business connection with any other person, corporation, firm, partnership or other entity whatsoever which is known by you to compete directly with the Company, throughout the world, in any line of business engaged in (or planned to be engaged in) by the Company; provided, however, that you may own, as a passive investor, securities of any publicly-held competitor corporation, so long as your direct holdings in any one such corporation shall not in the aggregate constitute more than 1% of the voting stock of such corporation.
5. **At-Will Employment Relationship.** Your employment relationship continues to be terminable at will, and either you or the Company may terminate your employment relationship at any time, with or without Cause (defined below), and with or without advance notice. In addition, the Company may modify the other terms and conditions of your employment, including, but not limited to, compensation, benefits, position, title, reporting relationship and office location, from time to time in its sole discretion. Your at-will employment relationship can only be changed in a written agreement signed by you and the CEO or by a duly authorized member of the Board.
6. **Severance Benefits.**
- a. **Termination by the Company without Cause; Termination Due to Death or Disability; Resignation for Good Reason.** If at any time prior to a Change in Control (defined below), or more than thirteen (13) months after a Change in Control, the Company terminates your employment without Cause, or your employment terminates due to your death or permanent disability, or you resign for Good Reason (defined below), and provided such termination constitutes a “separation from service” (as defined under Treasury Regulation Section 1.409A-1(h), without regard to any alternative definition thereunder, a “Separation from Service”), then subject to your obligations below, the Company will make severance payments to you in the form of salary continuation payments for a period of four (4) months at the rate of your base salary in effect as of your termination date, less required and designated payroll deductions and withholdings.

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- b. **Termination by the Company without Cause, or Resignation for Good Reason, Following Change in Control.** If at any time within thirteen (13) months after a Change in Control, the Company terminates your employment without Cause or you resign for Good Reason, and provided such termination constitutes a Separation from Service, then subject to your obligations below, the Company will provide you with the following severance benefits:
- i. the Company will make severance payments to you in the form of salary continuation payments for a period of three (3) months at the rate of your base salary in effect as of your termination date, less required and designated payroll deductions and withholdings; and
 - ii. the vesting of your then-outstanding Company stock options/ awards as of your termination date shall be accelerated such that the stock option/ award shares that would have vested had you remained employed for two years following the date of your termination shall vest and become immediately exercisable as of your termination date. If you receive the severance benefits under this Section 6(b), you shall not be eligible for any other severance benefits, including those set forth in Section 6(a).
- c. The severance benefits described above are conditional upon (a) your continuing to comply with your obligations under your Proprietary Information Agreement; and (b) your delivering to the Company an effective, general release of claims in favor of the Company in a form acceptable to the Company within 30 days following your Separation from Service. The salary continuation payments will be paid in equal installments on the Company's regular payroll schedule and will be subject to applicable tax withholdings over the period outlined above following the date of your Separation from Service; *provided, however*, that no payments will be made prior to the 30th day following your Separation from Service. On the 30th day following your Separation from Service, the Company will pay you in a lump sum the salary continuation payments that you would have received on or prior to such date under the original schedule but for the delay while waiting for the 30th day in compliance with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and the effectiveness of the release, with the balance of the salary continuation payments being paid as originally scheduled.
7. **Termination By The Company With Cause; Resignation Not for Good Reason.** If at any time the Company terminates your employment with Cause or you resign from your employment without Good Reason then you shall not be entitled to any severance pay, severance benefits, or any compensation or benefits from the Company whatsoever following the termination of your employment, except as required by law.

8. Definitions.

- a. **Cause.** For purposes of this Agreement, “Cause” is defined as any of the following: (i) theft, dishonesty, or falsification of any employment or Company record; (ii) conviction (including any plea of guilty or nolo contendere) of a felony or any criminal act that impairs your ability to perform your duties with the Company; (iii) failure or inability to perform any reasonable assigned duties after notice from the Company of, and a reasonable opportunity to cure, such failure or inability, if capable of cure; (iv) improper disclosure of the Company’s confidential or proprietary information; (v) commission of an intentional or grossly negligent act that has a material detrimental effect on the Company’s reputation or business; or (vi) any material breach of any written agreement with the Company, which breach is not cured pursuant to the terms of such agreement, if capable of cure, or a material breach of a confidentiality or proprietary information and inventions agreement, which breach shall be deemed noncurable.
- b. **Good Reason.** For purposes of this Agreement, you will have “Good Reason” for your resignation from your employment with the Company if any of the following actions are taken by the Company without your express written consent:
- i. any failure by the Company to pay, or any material reduction by the Company of (a) your base salary in effect immediately prior to such failure to pay or reduction (unless reductions comparable in amount and duration are concurrently made generally for employees of the Company with responsibilities, organizational level and title comparable to your own), or (b) your bonus compensation amount eligibility, if any, in effect immediately prior to the date of such failure to pay or such reduction (subject to applicable performance requirements with respect to the actual amount of bonus compensation you earn);
 - ii. the assignment of any duties, or the reduction of your responsibilities or duties, that are materially inconsistent with your position, duties, responsibilities and status with the Company immediately prior to such assignment or reduction; provided, however, that your assignment to an operating division of an acquiring company that includes the business of the Company following an acquisition, pursuant to which your duties are commensurate with the duties you had before the acquisition, except that the business of the Company is no longer independent but contained in a division, shall not be deemed a material reduction of your responsibilities, duties, or status hereunder and your resignation in connection therewith shall not be deemed for “Good Reason;” or
 - iii. the relocation of your principal place of employment to a location that is more than fifty (50) miles from your current work location.

provided, however, that to resign for Good Reason, you must (1) provide written notice to the CEO within 30 days after the first occurrence of the event giving rise to Good Reason setting forth the basis for your resignation, (2) allow the Company at least 30 days from receipt of such written notice to cure such event, and (3) if such event is not reasonably cured within such period, your resignation from all positions you then hold with the Company is effective not later than 90 days after the expiration of the cure period.

c. **Change in Control.** For purposes of this Agreement, a “Change in Control” is defined as the consummation of an “Acquisition” or “Asset Transfer” as defined in the Company’s then-current Amended and Restated Certificate of Incorporation.

9. **Code Section 409A.** It is intended that all of the benefits and payments under this Agreement satisfy, to the greatest extent possible, the exemptions from the application of Code Section 409A provided under Treasury Regulations 1.409A-1(b)(4), 1.409A-1(b)(5) and 1.409A-1(b)(9), and this Agreement will be construed to the greatest extent possible as consistent with those provisions. If not so exempt, this Agreement (and any definitions hereunder) will be construed in a manner that complies with Code Section 409A, and incorporates by reference all required definitions and payment terms. For purposes of Code Section 409A (including, without limitation, for purposes of Treasury Regulation Section 1.409A-2(b)(2)(iii)), your right to receive any installment payments under this Agreement (whether severance payments, reimbursements or otherwise) will be treated as a right to receive a series of separate payments and, accordingly, each installment payment hereunder will at all times be considered a separate and distinct payment. Notwithstanding any provision to the contrary in this Agreement, if you are deemed by the Company at the time of your Separation from Service to be a “specified employee” for purposes of Code Section 409A(a)(2)(B)(i), and if any of the payments upon Separation from Service set forth herein and/or under any other agreement with the Company are deemed to be “deferred compensation”, then if delayed commencement of any portion of such payments is required to avoid a prohibited distribution under Code Section 409A(a)(2)(B)(i) and the related adverse taxation under Section 409A, the timing of the payments upon a Separation from Service will be delayed as follows: on the earlier to occur of (i) the date that is six months and one day after the effective date of your Separation from Service, and (ii) the date of your death (such earlier date, the “Delayed Initial Payment Date”), the Company will (A) pay to you a lump sum amount equal to the sum of the payments upon Separation from Service that you would otherwise have received through the Delayed Initial Payment Date if the commencement of the payments had not been delayed pursuant to this paragraph, and (B) commence paying the balance of the payments in accordance with the applicable payment schedules set forth above. No interest will be due on any amounts so deferred.

10. **Entire Agreement.** This Agreement, including the Proprietary Information Agreement, constitutes the complete, final and exclusive embodiment of the entire agreement between you and the Company with respect to the terms and conditions of your employment. If you enter into this Agreement, you are doing so voluntarily, and without reliance on any promise, warranty, representation or agreement, written or oral, other than those expressly contained herein. This Agreement supersedes any and all promises, warranties, representations or agreements, whether oral or written, including the Offer Letter. This Agreement may not be amended or modified except by a written instrument signed by you and the CEO or a duly authorized member of the Board.

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11. **Enforceability.** If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, this determination will not affect any other provision of this Agreement, and the Agreement, including the invalid or unenforceable provisions, shall be enforced insofar as possible to achieve the intent of the parties.
 12. **Binding Nature.** This Agreement will be binding upon and inure to the benefit of the personal representatives and successors of the respective parties hereto.
 13. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law principles.
 14. **Miscellaneous.** With respect to the enforcement of this Agreement, no waiver of any right hereunder shall be effective unless it is in writing. For purposes of construction of this Agreement, any ambiguity shall not be construed against either party as the drafter. This Agreement may be executed in more than one counterpart, and signatures transmitted via facsimile shall be deemed equivalent to originals.

If these revised terms of your employment with Sonim are acceptable to you, please sign this Agreement and return it to me.

Sincerely,
Sonim Technologies, Inc.

/s/ Robert J. Plaschke

Robert J. Plaschke
Chief Executive Officer

Understood and agreed to:

/s/ Peter Liu

Peter Liu

12-08-2013

Date

EXHIBIT A: CASH BONUS PLAN

- A. Subject to the discretion of the Board of Directors of the Company (the “Board”), you will be eligible for an annual Bonus that will be based upon the “Cash Result” (as defined below) performance of the Company and the following guidelines:

<u>Year</u>	<u>Target Bonus</u>	<u>Cash Result Target</u>
2013	\$ 60,000	\$ 8.4M
2014, beyond	\$ 60,000	[TBD]

“Cash Result” (or Cash from Operations) is defined as

- Operating Profit
 - Add back: depreciation and amortization
 - Less: Capitalized NRE expenditure and Fixed Asset purchases
- B. The Board will determine the actual bonus to which you are entitled each year using the following formula as a guideline:
- i. Calculating a fraction (“Fraction”), the numerator of which is that year’s actual Cash Result and the denominator of which is that year’s Cash Result Target.
 - ii. Setting the Percentage Pay-Out = the Fraction, limited so the minimum value is zero and the maximum value is 2.
 - iii. Multiplying the Percentage Pay-Out by that year’s Target Bonus.
- C. The Company’s Cash Result for each year shall be approved by the Board as soon as practicable following completion of the respective year-end audit (the date of such determination, the “Determination Date”). The company’s Cash Result Targets for 2014 and beyond will be approved by the Board annually, which approval is expected to occur prior to January 31 each year.
- D. If approved, bonus payments will be made annually and in accordance with Company’s standard policies and procedures. Payment shall be conditioned on (1) you being in the Company’s continuous service through the relevant year’s Determination Date and (2) Sonim maintaining a minimum cash balance of \$10M at the end of the fiscal quarter immediately preceding the respective Determination Date. In the event any approved bonus amounts are not paid pursuant to the foregoing subsection (2), such amounts shall be paid to you when and if Sonim achieves a cash balance in excess of \$10M, at which time you must be in the Company’s continuous service to earn and receive such bonus payment.
- E. The Company will deduct from any bonus payment approved by the Board in any given year the amount of the Bonus Advance for Child’s Tuition paid in such year.



February 01, 2016

Mr. Peter Liu
(Hau Liu, BA 528459)

Re: Offer Letter Amendment.

Dear Peter:

Sonim Technologies, Inc. (“Sonim” or the “Company”) is pleased to offer you a salary increase and change in your title to Executive Vice President of Global Operations, to demonstrate the Company’s appreciation of the hard work and dedication that you have provided during your employment.

This amendment will be effective from February 15, 2016 your compensation will be \$21,083.33 per month (\$253,000.00 annualized), less payroll deductions and all required withholdings.

- Additional (a) Severance Benefits, (b) Termination by Company with Cause; Resignation Not for Good Reason, and (c) Definitions (see attached EXHIBIT A)

The terms as specifically set forth herein and to the extent not inconsistent herewith, all terms and conditions of the Offer Letter dated July 31, 2013 (“Offer Letter”) shall remain in full force and effect.

We look forward to continuing our productive and enjoyable work relationship.

Sincerely,

SONIM TECHNOLOGIES, INC.

/s/ Richard Long
Richard Long
CFO

Accepted:

/s/ Peter Liu
Peter Liu



EXHIBIT A

1. Severance Benefits.

- a. **Termination by the Company without Cause; Termination Due to Death or Disability; Resignation for Good Reason.** If at any time prior to a Change in Control (defined below), or more than thirteen (13) months after a Change in Control, the Company terminates your employment without Cause, or your employment terminates due to your death or permanent disability, or you resign for Good Reason (defined below), and provided such termination constitutes a “separation from service” (as defined under Treasury Regulation Section 1.409A-1(h), without regard to any alternative definition thereunder, a “Separation from Service”), then subject to your obligations below, the Company will make severance payments to you in the form of salary continuation payments for a period of six (6) months at the rate of your base salary in effect as of your termination date, less required and designated payroll deductions and withholdings.
- b. **Termination by the Company without Cause, or Resignation for Good Reason, Following Change in Control.** If at any time within thirteen (13) months after a Change in Control, the Company terminates your employment without Cause or you resign for Good Reason, and provided such termination constitutes a Separation from Service, then subject to your obligations below, the Company will provide you with the following severance benefits:
 - i. the Company will make severance payments to you in the form of salary continuation payments for a period of six (6) months at the rate of your base salary in effect as of your termination date, less required and designated payroll deductions and withholdings; and
 - ii. the vesting of your then-outstanding Company stock options/ awards as of your termination date shall be accelerated such that the stock option/ award shares that would have vested had you remained employed for two years following the date of your termination shall vest and become immediately exercisable as of your termination date. If you receive the severance benefits under this Section 6(b), you shall not be eligible for any other severance benefits, including those set forth in Section 6(a).
- c. The severance benefits described above are conditional upon (a) your continuing to comply with your obligations under your Proprietary Information Agreement; and (b) your delivering to the Company an effective, general release of claims in favor of the Company in a form acceptable to the Company within 30 days following your Separation from Service. The salary continuation payments will be paid in equal installments on the Company’s regular payroll schedule and will be subject to applicable tax withholdings over the period outlined above following the date of your Separation from Service; *provided, however*, that no payments will be made prior to the 30th day following your Separation from Service. On the 30th day following your Separation from Service, the Company will pay you in a lump sum the salary continuation payments that you would have received on or prior to such date under the original schedule but for the delay while waiting for the 30th day in compliance with Section 409A of the Internal Revenue code of 1986, as amended (the “Code”) and the effectiveness of the release, with the balance of the salary continuation payments being paid as originally scheduled.

2. **Termination by The Company with Cause; Resignation Not for Good Reason.** If at any time the Company terminates your employment with Cause or you resign from your employment without Good Reason then you shall not be entitled to any severance pay, severance benefits, or any compensation or benefits from the Company whatsoever following the termination of your employment, except as required by law.

3. **Definitions.**

- a. **Cause.** For purposes of this Agreement, "Cause" is defined as any of the following: (i) theft, dishonesty, or falsification of any employment or Company record; (ii) conviction (including any plea of guilty or nolo contendere) of a felony or any criminal act that impairs your ability to perform your duties with the Company; (iii) failure or inability to perform any reasonable assigned duties after notice from the Company of, and a reasonable opportunity to cure, such failure or inability, if capable of cure; (iv) improper disclosure of the Company's confidential or proprietary information; (v) commission of an intentional or grossly negligent act that has a material detrimental effect on the Company's reputation or business; or (vi) any material breach of any written agreement with the Company, which breach is not cured pursuant to the terms of such agreement, if capable of cure, or a material breach of a confidentiality or proprietary information and inventions agreement, which breach shall be deemed non-curable.
- b. **Good Reason.** For purposes of this Agreement, you will have "Good Reason" for your resignation from your employment with the Company if any of the following actions are taken by the Company without your express written consent:
- i. any failure by the Company to pay, or any material reduction by the Company of (a) your base salary in effect immediately prior to such failure to pay or reduction (unless reductions comparable in amount and duration are concurrently made generally for employees of the Company with responsibilities, organizational level and title comparable to your own), or (b) your bonus compensation amount eligibility, if any, in effect immediately prior to the date of such failure to pay or such reduction (subject to applicable performance requirements with respect to the actual amount of bonus compensation you earn);
 - ii. the assignment of any duties, or the reduction of your responsibilities or duties, that are materially inconsistent with your position, duties, responsibilities and status with the Company immediately prior to such assignment or reduction; provided, however, that your assignment to an operating division of an acquiring company that includes the business of the Company following an acquisition, pursuant to which your duties are commensurate with the duties you had before the acquisition, except that the business of the Company is no longer independent but contained in a division, shall not be deemed a material reduction of your responsibilities, duties, or status hereunder and your resignation in connection therewith shall not be deemed for "Good Reason;" or

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- iii. the relocation of your principal place of employment to a location that is more than fifty (50) miles from the County of San Mateo in the State of California;

provided, however, that to resign for Good Reason, you must (1) provide written notice to the CEO within 30 days after the first occurrence of the event giving rise to Good Reason setting forth the basis for your resignation, (2) allow the Company at least 30 days from receipt of such written notice to cure such event, and (3) if such event is not reasonably cured within such period, your resignation from all positions you then hold with the Company is effective not later than 90 days after the expiration of the cure period.

- c. Change in Control. For purposes of this Agreement, a "Change in Control" is defined as the consummation of an "Acquisition" or "Asset Transfer" as defined in the Company's then-current Amended and Restated Certification of Incorporation.

Sonim Technologies, Inc.

April 13, 2022

Mr. Peter Liu

Re: Amendment of Offer Letter

Dear Peter:

You are a party to an offer letter with Sonim Technologies, Inc. (the "Company") dated July 31, 2013 (the "Original Offer Letter"), as amended by a letter agreement between you and the Company dated February 1, 2016 (the "First Amendment" and together with the Original Offer Letter, the "Offer Letter"). Reference is made to that certain Subscription Agreement, dated on or around the date hereof, by and between the Company and AJP Holding Company, LLC (the "Subscription Agreement"). This letter agreement amends the Offer Letter as set forth below:

1. Effective as of the execution of the Subscription Agreement by the Company and AJP Holding Company, LLC, you will serve the Company as its Chief Executive Officer, reporting to the Company's Board of Directors.
2. For clarity, your place of employment is the Company's principal executive offices and your current annual salary and target annual bonus shall remain unchanged.
3. If the Subscription Agreement is terminated in accordance with its terms prior to the First Closing (as defined in the Subscription Agreement) (the "Termination Event"), effective on the date of such Termination Event (if ever), you will automatically cease to serve the Company as its Chief Executive Officer and shall revert back to serving the Company in your title as Executive Vice President of Global Operations (the "Title Change"). If a Termination Event occurs, you hereby acknowledge and agree that you shall not be entitled to any severance or other similar benefits in connection with the Termination Event, including, without limitation, any such benefits provided in Section 6 of the Offer Letter (as amended by the First Amendment), and the Title Change shall not constitute a termination of your employment by or with the Company and shall not be a basis for you to claim that you are resigning from your employment with the Company for Good Reason (as defined in the Offer Letter).

The Offer Letter, as amended by this letter agreement, continues in full force and effect.

[Remainder of Page Intentionally Left Blank]

Please acknowledge your agreement with the foregoing by signing this letter agreement where indicated below.

Sincerely,

Sonim Technologies, Inc.

/s/ Robert Tirva

Robert Tirva
President, Chief Financial Officer and Chief
Operating Officer

ACKNOWLEDGED AND AGREED:

/s/ Peter Liu

Peter Liu

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO RULE 13a-14(a) UNDER SECURITIES EXCHANGE ACT OF 1934**

I, Peter Liu, certify that:

1. I have reviewed this Amendment No. 1 to the Annual Report on Form 10-K/A of Sonim Technologies, Inc. (the “registrant”) for the year ended December 31, 2021; and
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

Date: May 2, 2022

/s/ Peter Liu

Peter Liu
Chief Executive Officer
(Principal Executive Officer)

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
PURSUANT TO RULE 13a-14(a) UNDER SECURITIES EXCHANGE ACT OF 1934**

I, Robert Tirva, certify that:

1. I have reviewed this Amendment No. 1 to the Annual Report on Form 10-K/A of Sonim Technologies, Inc. (the “registrant”) for the year ended December 31, 2021; and
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

Date: May 2, 2022

/s/ Robert Tirva

Robert Tirva
President, Chief Financial Officer and Chief Operating
Officer
(Principal Financial Officer)