

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 8-K**

CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(D)  
OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): March 17, 2026

**KORE Group Holdings, Inc.**

(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction  
of incorporation)

001-40856  
(Commission  
File Number)

86-3078783  
(I.R.S. Employer  
Identification No.)

1155 Perimeter Center West, 11th Floor  
Atlanta, GA 30338  
877-710-5673

(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

Check the appropriate box below if the Form 8-K is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act

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, \$0.0001 par value per share	KORE	New York Stock Exchange

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

Emerging growth company

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

**Item 1.01. Entry into a Material Definitive Agreement.**

As previously disclosed in a Form 8-K filed on February 27, 2026, KORE Group Holdings, Inc. ("KORE" or the "Company") entered into an Agreement and Plan of Merger (the "Merger Agreement") on February 26, 2026 with KONA Parent, L.P., a Delaware limited partnership ("Parent"), and KONA Merger Sub Co., a Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub"), pursuant to which, subject to the terms and conditions thereof, Merger Sub will merge with and into the Company (the "Merger") with the Company continuing as the surviving corporation and a wholly owned subsidiary of Parent. Subject to the terms and conditions set forth in the Merger Agreement, at the Effective Time (as defined in the Merger Agreement), each share of common stock of the Company ("Company Common Stock") issued and outstanding immediately prior to the Effective Time (other than (i) shares held by Parent or Merger Sub, including shares contributed to Parent pursuant to certain rollover agreements that are being entered into in connection with the Merger (including the agreements described below), (ii) shares held by the Company as treasury stock and (iii) shares held by stockholders who have properly exercised and perfected appraisal rights under Delaware law) will be cancelled and converted into the right to receive an amount in cash equal to \$9.25 per share, without interest and subject to any applicable withholding taxes.

The Merger Agreement permits Parent and its affiliates, for 15 business days after the date of the Merger Agreement, to enter into additional rollover agreements with other stockholders (holding up to an aggregate of 2.5 million as-converted shares of Company Common Stock), subject to certain terms and conditions.

On March 17, 2026, the Company and Parent entered into (i) a Rollover, Voting and Support Agreement (the "Dotmar Rollover Agreement") with Dotmar Investments Limited, which beneficially owns 847,293 shares of Company Common Stock, pursuant to which, among other things, Dotmar Investments Limited has agreed to vote (or cause to be voted) all of the shares of Company Common Stock in favor of the adoption of the Merger Agreement and approval of the Merger and the other transactions contemplated by the Merger Agreement and to contribute all of such shares to Parent immediately prior to the Effective Time; (ii) a Rollover, Voting and Support Agreement (the "Burston Rollover Agreement") with Richard Burston, which beneficially owns 169,948 shares of Company Common Stock, pursuant to which, among other things, Richard Burston has agreed to vote (or cause to be voted) all of the shares of Company Common Stock in favor of the adoption of the Merger Agreement and approval of the Merger and the other

transactions contemplated by the Merger Agreement and to contribute all of such shares to Parent immediately prior to the Effective Time; and (iii) a Rollover, Voting and Support Agreement (the "Terrdian Rollover Agreement") with Terrdian Holdings Inc., which beneficially owns 1,163,205 shares of Company Common Stock, pursuant to which, among other things, Terrdian Holdings Inc. has agreed to vote (or cause to be voted) all of the shares of Company Common Stock in favor of the adoption of the Merger Agreement and approval of the Merger and the other transactions contemplated by the Merger Agreement and to contribute all of such shares to Parent immediately prior to the Effective Time.

The foregoing summary of the Dotmar Rollover Agreement, the Burston Rollover Agreement and the Terrdian Rollover Agreement is qualified in its entirety by the full text of such agreements, which are attached hereto as Exhibits 10.1, 10.2 and 10.3, respectively, and are incorporated by reference herein.

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**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

<u>Exhibit</u>	<u>Description</u>
<u>10.1*</u>	<u><a href="#">Rollover, Voting and Support Agreement, dated as of March 17, 2026, by and among KORE Group Holdings, Inc., KONA Parent, L.P. and Dotmar Investments Limited</a></u>
<u>10.2*</u>	<u><a href="#">Rollover, Voting and Support Agreement, dated as of March 17, 2026, by and among KORE Group Holdings, Inc., KONA Parent, L.P. and Richard Burston</a></u>
<u>10.3*</u>	<u><a href="#">Rollover, Voting and Support Agreement, dated as of March 17, 2026, by and among KORE Group Holdings, Inc., KONA Parent, L.P. and Terrdian Holdings Inc.</a></u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

\* The exhibits and schedules have been omitted pursuant to Item 601(a)(5) of Regulation S-K. A copy of any omitted schedule or exhibit will be furnished to the SEC upon request.

**Additional Information and Where to Find It**

In connection with the proposed merger, KORE intends to file a proxy statement with the SEC in connection with its solicitation of proxies regarding the stockholder vote to approve the merger. KORE and Parent also intend to jointly file a transaction statement on Schedule 13E-3. **KORE STOCKHOLDERS ARE URGED TO READ THE PROXY STATEMENT, AS MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, THE PROXY CARD, THE SCHEDULE 13E-3 AND ANY OTHER RELATED MATERIALS FILED WITH THE SEC WHEN THESE DOCUMENTS BECOME AVAILABLE BEFORE MAKING ANY DECISION WITH RESPECT TO THE MERGER, BECAUSE THESE DOCUMENTS WILL CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED TRANSACTIONS AND THE PARTIES THERETO.** Stockholders of KORE will be able to obtain a free copy of these documents (when they become available) and other documents filed by KORE with the SEC at the SEC's website at [www.sec.gov](http://www.sec.gov). In addition, KORE stockholders will be able to obtain a free copy of the proxy statement and all related documents filed by KORE with the SEC (when they become available) from KORE's website at [www.korewireless.com](http://www.korewireless.com).

**Participants in the Solicitation**

KORE and its directors, executive officers and other members of management and employees, under SEC rules, may be deemed to be participants in the solicitation of proxies from KORE's stockholders in connection with the proposed transactions. Investors and security holders may obtain more detailed information regarding the names, affiliations and interests of certain of KORE's executive officers and directors in the solicitation by reading KORE's Annual Report on Form 10-K for the fiscal year ended December 31, 2024, which was filed with the SEC on April 30, 2025, and its definitive proxy statement for the 2025 annual meeting of stockholders, which was filed with the SEC on April 30, 2025 (the "2025 Proxy Statement"). To the extent that holdings of KORE's securities have changed since the amounts printed in the 2025 Proxy Statement, such changes have been or will be reflected on Statements of Change in Ownership on Form 4 filed with the SEC.

Additional information regarding the interests of such individuals in the proposed merger, which may, in some cases, be different than those of KORE's stockholders generally, will be included in the proxy statement relating to the proposed merger when it is filed by KORE with the SEC. These documents (when available) may be obtained free of charge from the SEC's website at [www.sec.gov](http://www.sec.gov) and KORE's website at [www.korewireless.com](http://www.korewireless.com).

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**Forward-Looking Statements**

In addition to historical information, this Form 8-K includes certain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements include both implied and express statements regarding the completion of the transaction and timing for closing; and the execution and delivery of rollover, voting and support agreements. Such forward-looking statements are not guarantees of future performance and are subject to risks, uncertainties and other factors that may cause the actual results, performance or achievements of KORE to differ materially from the historical results or from any results expressed or implied by such forward-looking statements. Risks that could cause actual results to differ materially from those in the forward-looking statements include: the risks that the transaction will not close in the timeframe expected, or at all; the risk that the expected benefits and effects of the transaction will not be achieved; the risk that the requisite number of KORE stockholders fail to approve the transaction; the risk that a governmental entity may prohibit, delay or refuse to grant approval for the consummation of the transaction; the risk that KORE's business will suffer due to uncertainty related to the transaction; and other general economic and business risks. For a discussion of other risk factors that may impact KORE's business, please see KORE's filings with the SEC. KORE disclaims any obligation or duty to update or modify these forward-looking statements.

**No Offer or Solicitation**

This communication is not intended to and shall not constitute an offer to buy or sell or the solicitation of an offer to buy or sell any securities, or a solicitation of any vote or approval, nor shall there be any offer, solicitation or sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

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**SIGNATURE**

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

KORE Group Holdings, Inc.

Date: March 20, 2026

By: /s/ Jack W. Kennedy Jr.

Name: Jack W. Kennedy Jr.

Title: Executive Vice President, Chief Legal Officer, and Secretary

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## ROLLOVER, VOTING AND SUPPORT AGREEMENT

THIS ROLLOVER, VOTING AND SUPPORT AGREEMENT, dated as of March 17, 2026 (this "Agreement"), is entered into by and among KORE Group Holdings, Inc., a Delaware corporation ("Company"), KONA Parent, L.P., a Delaware limited partnership ("Parent") and Dotmar Investments Limited (the "Stockholder"). All terms used but not otherwise defined in this Agreement shall have the respective meanings ascribed to such terms in the Merger Agreement (as defined below).

WHEREAS, Parent, KONA Merger Sub Co., a Delaware corporation and a wholly owned Subsidiary of Parent, and the Company have entered into an Agreement and Plan of Merger, dated as of the date hereof (as the same may be amended or otherwise modified from time to time in accordance with the terms thereof, the "Merger Agreement");

WHEREAS, as a condition and inducement to the willingness of Parent and Merger Sub to enter into the Merger Agreement, the Stockholder has agreed to enter into this Agreement;

WHEREAS, as of the date hereof, Stockholder is the record and beneficial owner (as defined in Rule 13d-3 under the Exchange Act) of the Common Stock, Preferred Stock and warrants issued by the Company set forth on Exhibit A hereto, being all of the Common Stock, Preferred Stock and warrants issued by the Company owned of record or beneficially by Stockholder as of the date hereof (the "Existing Common Shares," the "Existing Preferred Shares" and the "Existing Company Warrants" respectively, and together, the "Securities"); and

WHEREAS, immediately prior to but contingent upon the Closing in accordance with the Merger Agreement, Stockholder desires to transfer, contribute and deliver its Existing Common Shares to Parent in exchange for Class A Partnership Interests of Parent (the "Parent Partnership Interests"), as determined in accordance with this Agreement;

NOW, THEREFORE, in contemplation of the foregoing and in consideration of the mutual agreements, covenants, representations and warranties contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

### 1. Rollover Transaction.

1.1 General. At the Rollover Closing (as defined below), automatically upon the terms and subject to the conditions of this Agreement, Stockholder shall, without any further action by any Person, transfer, contribute and deliver the Existing Common Shares, the Existing Company Warrants (if any) and any Common Stock resulting from the exercise of the Existing Company Warrants between the date hereof and the Rollover Closing (the "Exercised Common Shares") to Parent, in each case, free and clear of any Liens (other than restrictions under the Securities Act and applicable state and securities Laws) (the "Rollover Contribution") in exchange for a number of Parent Partnership Interests that have an aggregate value (determined based on the number of Parent Partnership Interests issued *multiplied by* the price per Parent Partnership Interest (the "Issue Price")) equal to the aggregate amount of Merger Consideration that the Stockholder would have received as of the Effective Time if (a) such Existing Common Shares and Exercised Common Shares were converted into the right to receive the Merger Consideration in accordance with the Merger Agreement and (b) such Existing Company Warrants (if any) had been exercised and any resulting Common Stock were converted into the right to receive the Merger Consideration in accordance with the Merger Agreement, discounted by the exercise price of such Existing Company Warrants (the "Rolled Value").

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1.2 Merger Consideration. The Stockholder acknowledges that this Agreement is governed by Section 4.1 of the Merger Agreement with respect to the treatment of Existing Common Shares and the impact of any failure to deliver such shares at the Rollover Closing. Subject to the foregoing, Stockholder acknowledges and agrees that it shall not receive any cash payments under the Merger Agreement for the Existing Common Shares delivered by Stockholder pursuant to the Rollover Contribution, including the Merger Consideration or any payments under Section 4.1 of the Merger Agreement.

1.3 Rollover Closing. Subject to the satisfaction (or waiver by the parties entitled to the benefit thereof) of the conditions set forth in Section 1.4, the closing of the transactions contemplated hereby (the "Rollover Closing") will take place immediately prior to, but subject to the substantially simultaneous occurrence of, the Closing.

1.4 Conditions to Obligations. The obligations of Parent and Stockholder to consummate the Rollover Closing shall be subject only to the substantially simultaneous, but subsequent, consummation of the Merger in accordance with the terms and conditions of the Merger Agreement.

1.5 Stockholders Agreement. After the date hereof, Parent and Stockholder shall negotiate in good faith to enter into, concurrently with the Closing, an amended and restated agreement of limited partnership (or other appropriate definitive agreements) in relation to Parent that will contain terms consistent with Exhibit B (the "Term Sheet") hereto and such additional or modified terms as are not inconsistent with the Term Sheet mutually agreed to by Stockholder (the "Partnership Agreement") which the parties intend to be executed at and effective as of the Closing. If for any reason Parent and Stockholder have not entered into the Partnership Agreement at or prior to the Closing, Parent shall operate in accordance with the Term Sheet until such time as the Partnership Agreement is in effect.

1.6 Tax Treatment. The parties to this Agreement intend that for U.S. federal and applicable state and local income tax purposes, the Rollover Contribution shall be treated as a tax-deferred contribution of property to a partnership pursuant to Section 721(a) of the Internal Revenue Code of 1986, as amended (the "Code"). Each of the parties shall report (and shall cause their Affiliates to report) the transactions in a manner consistent with such treatment for all U.S. federal and applicable state and local income tax purposes and shall not take (and shall cause their Affiliates not to take) any inconsistent position for tax purposes except to the extent otherwise required pursuant to a final determination within the meaning of Section 1313(a) of the Code (or any similar provision of state or local tax law).

### 2. Certain Covenants.

2.1 Lock-Up. Stockholder hereby covenants and agrees that between the date hereof and the Closing or, if earlier, the Termination Date (as defined below), Stockholder will not, except as expressly contemplated by the Merger Agreement (a) directly or indirectly, sell, transfer, assign, pledge, hypothecate, tender, encumber or otherwise dispose of or limit, whether by merger, consolidation, conversion, division, transfer, domestication, continuance, operation of law or otherwise, the Securities or its right to vote the Securities, or agree to do any of the foregoing (each a "Transfer"); (b) enter into any agreement, Contract, option or other arrangement or otherwise knowingly take any action which would prevent Stockholder's ability to satisfy its obligations under this Agreement or (c) take any action that would have the effect of preventing Stockholder from performing its obligations under this Agreement. Notwithstanding the foregoing, Stockholder may Transfer any or all of such Securities to Parent or any

wholly-owned Subsidiary or Affiliate of Stockholder; provided, however, that in any such case, prior to and as a condition to the effectiveness of such Transfer, each Person to which any of such Securities or any interest in any of such Securities is Transferred shall have executed and delivered to Company a counterpart to this Agreement pursuant to which such Person shall be bound by all of the terms and provisions of this Agreement. Nothing herein will limit or restrict Transfers by direct and indirect equityholders of Stockholder to any Person who as of the date hereof is, or hereafter becomes, a member of such direct or indirect equityholder's family group (*i.e.*, (i) such equityholder's spouse, parents, siblings and descendants (whether natural or adopted), (ii) such equityholder's executor or legal representative and (iii) such equityholder's customary estate planning vehicles).

2.2 Standstill. From and after the date of this Agreement until the Closing or, if earlier, the Termination Date, without the prior written consent of the Company, Stockholder shall not, except as expressly contemplated by the Merger Agreement or this Agreement: acquire beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) or record ownership of any additional shares of Common Stock, Preferred Stock or any other securities of the Company.

2.3 Voting Agreement. Subject to the terms of this Agreement, Stockholder hereby irrevocably and unconditionally covenants and agrees that, during the Voting Period (as hereinafter defined), at the Company Stockholders Meeting or at any adjournment or postponement thereof, or in any other circumstances (including an action by written consent) upon which a vote or other approval with respect to the Merger Agreement or the Merger is sought, Stockholder shall: (i) appear at such meeting or otherwise be counted as present thereat for the purpose of establishing a quorum; (ii) be present and vote (or cause to be voted), in person or by proxy at the Company Stockholders Meeting (or deliver or cause to be delivered a written consent, if applicable), the Existing Common Shares and Exercised Common Shares (if any) in favor of (A) the adoption of the Merger Agreement, (B) the approval of the Merger and the approval of any proposal to adjourn the meeting to a later date if there are not sufficient affirmative votes to obtain the Requisite Company Stockholder Approval, and (C) any amendment, alteration, modification, repeal or waiver of the Company's certificate of incorporation, as amended, or bylaws, as amended, contemplated by the Merger Agreement, as well as any agreement or commitment to do the same; (iii) vote (or cause to be voted), in person or by proxy at the Company Stockholders Meeting (or deliver or cause to be delivered a written consent, if applicable), the Existing Common Shares and Exercised Common Shares (if any) against (A) any extraordinary corporate transaction (other than the Merger), such as a merger, consolidation, business combination, tender or exchange offer, reorganization, recapitalization, liquidation, or sale or transfer of all or substantially all of the assets or securities of the Company or any of its Subsidiaries, (B) any amendment of the Company's certificate of incorporation or by-laws other than as contemplated by the Merger Agreement, (C) any other proposal, action or transaction involving the Company or any of its Subsidiaries, which amendment or other proposal, action or transaction would reasonably be expected to in any manner impede, frustrate, prevent, delay, postpone, or nullify the Merger or the Merger Agreement, (D) any extraordinary dividend, distribution or recapitalization by the Company or change in capital structure of the Company (other than pursuant to the Merger Agreement), (E) any change in the Board (unless such proposed change in the Board was proposed by the Board and is not in connection with or in support of any actual or potential Acquisition Proposal) and (F) any Acquisition Proposal (the matters described in the foregoing clauses (A) through (F) being referred to as "Competing Actions"); and (iv) not take any action by written consent to approve any Competing Action; in each case to the extent such Existing Common Shares and Exercised Common Shares (if any) are entitled to vote on the respective matter set forth above. For purposes of this Agreement, "Voting Period" means the period commencing on the date hereof and ending on the earlier of the Closing and the termination of this Agreement.

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2.4 Publicity. No Stockholder, nor any of its respective Affiliates, shall issue any press release or make any other public announcement or public statement (to the extent not previously publicly disclosed or made in accordance with the Merger Agreement) with respect to this Agreement or the Merger or any other transactions contemplated by the Merger Agreement without the prior written consent of Parent, except as such press release or other public announcement may be required by applicable Law.

2.5 Release. Stockholder hereby irrevocably grants the Company and its Subsidiaries effective as of Closing, a general release of any and all claims that Stockholder may have, solely in its capacity as an equityholder of the Company, relating to periods prior to the Closing. The Company on behalf of itself and its Subsidiaries, hereby irrevocably grants Stockholder effective as of Closing, a general release of any and all claims that the Company and its Subsidiaries may have against Stockholder, solely in its capacity as an equityholder of the Company, relating to periods prior to the Closing. Notwithstanding the foregoing, each party hereto retains, and does not release, their rights and interests under the terms of this Agreement, the Merger Agreement and the documents and other agreements referred to herein and therein. Any claim that cannot be waived under applicable law shall not be waived solely to the extent such claim cannot be waived under applicable Law.

2.6 Cooperation. Stockholder shall act to promote and in furtherance of the transactions contemplated by the Merger Agreement and the binding term sheet executed by the Stockholder and the other parties thereto on the date hereof. Stockholder shall comply with Section 6.3, and Section 6.5 of the Merger Agreement to the extent applicable to Stockholder and shall provide all information reasonably necessary to satisfy the applicable disclosure requirements of Searchlight IV KOR, L.P. and ABRV Partners VII, L.P. under Section 13(d) of the Exchange Act, Rule 13e-3 or otherwise under the federal securities laws.

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3. Representations and Warranties of Stockholder. Stockholder, on behalf of itself, hereby represents and warrants to Company, as of the date hereof, severally and not jointly, that:

3.1 Ownership. Stockholder is the record and/or Beneficial Owner of the Securities, and the Securities constitute Stockholder's entire interest in the outstanding capital stock of the Company. The Securities are, and (except as otherwise permitted by this Agreement) prior to the Effective Time will be, Beneficially Owned and/or owned of record by Stockholder, free and clear of any Liens, of any nature whatsoever, except for restrictions on transfer under securities Laws and except for those created by this Agreement. Except for the Existing Company Warrants (as applicable to Stockholder), as of the date hereof, Stockholder does not hold any options, warrants or other rights to purchase any shares of Company Stock. As of the date hereof, the Existing Common Shares and Existing Preferred Shares (as applicable to Stockholder) constitute all of the shares of Company Stock Beneficially Owned or owned of record by Stockholder. As of the date hereof, all of the Securities have been held by Stockholder for a period of at least three years, except to the extent a more recent acquisition date is specified on Exhibit A. Stockholder has and (except as otherwise expressly provided by this Agreement) will have at all times through the Effective Time sole voting power (including the right to control such vote as contemplated herein) with respect to the matters set forth in this Agreement, sole power of disposition, sole power to issue instructions with respect to the matters set forth in this Agreement, and sole power to agree to all of the matters set forth in this Agreement, in each case, with respect to all of Stockholder's Shares and with respect to all of the Shares owned by Stockholder at all times through the Effective Time. "Beneficial Ownership" by a Person of any securities includes ownership by any Person who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares (a) voting power which includes the power to vote, or to direct the voting of, such security; and/or (b) investment power which includes the power to dispose, or to direct the disposition, of such security; and shall otherwise be interpreted in accordance with the term "beneficial ownership" as defined in Rule 13d-3 adopted by the Securities and Exchange Commission under the Exchange Act, as amended; provided that for purposes of determining Beneficial Ownership, a Person shall be deemed to be the Beneficial Owner of any securities which such Person has, at any time during the term of this Agreement, the right to acquire pursuant to any agreement, arrangement or understanding or upon the exercise of conversion rights, exchange rights, warrants or options, or otherwise (irrespective of whether the right to acquire such securities is exercisable immediately or only after the passage of time, including the passage of time in excess of 60 days, the satisfaction of any conditions, the occurrence of any event or any combination of the foregoing). The terms "Beneficially Own" and "Beneficially Owned" shall have a correlative meaning.

3.2 Organization. Stockholder is duly incorporated or organized and validly existing under the Laws of the jurisdiction of its incorporation or organization.

3.3 Authorization. No vote of holders of capital stock of Stockholder is necessary to approve this Agreement or to satisfy its obligations under this Agreement. Stockholder has all requisite corporate power and authority and has taken all corporate action necessary to execute, deliver and perform its obligations under this Agreement and to satisfy its obligations under this Agreement. This Agreement has been duly executed and delivered by Stockholder and constitutes a valid and binding agreement of Stockholder (assuming due authorization, execution and delivery by the Company), enforceable against Stockholder in accordance with its terms, subject to the Bankruptcy and Equity Exception.

3.4 No Violation.

(a) The execution, delivery and performance of this Agreement by Stockholder do not and will not (a) conflict with or result in any violation or breach of any provision of the organizational documents of Stockholder, (b) conflict with or result in any violation or breach of any applicable Law or (c) require any consent by any Person under, constitute a default, or an event that, with or without notice or lapse of time or both, would constitute a default under, or cause or permit the termination, acceleration of any right or obligation or the loss of any benefit to which Stockholder is entitled under, any Contract binding upon Stockholder, or to which any of Stockholder's respective properties, rights or other assets are subject, or any Company Permit necessary to conduct the business of Parent, Merger Sub or any of their Subsidiaries as currently conducted, except in the case of clauses (b) and (c), any such violation, breach or conflict that would not, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impair the ability of Stockholder to satisfy its obligations under this Agreement.

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(b) The execution, delivery and performance of this Agreement by Stockholder do not and, at the time of the Closing will not, require any consent, approval, order, license, authorization or permit of, action by, filing, registration or declaration with or notification to, any Governmental Authority or any other Person, except for applicable requirements of the Exchange Act and except where failure to obtain such consents, approvals, authorizations, waivers or permits, or to make such filings or notifications that are not, individually or in the aggregate, reasonably likely to delay, prevent or have a material adverse effect on Stockholder's ability to satisfy its obligations under this Agreement.

3.5 Reliance by Company. Stockholder understands and acknowledges that Company is entering into the Merger Agreement in reliance upon Stockholder's execution and delivery of this Agreement and the representations and warranties of Stockholder herein.

3.6 Company and Parent Unregistered. Stockholder has been advised by Parent that following the consummation of the Merger:

(a) Both the Securities (to the extent any remain outstanding) and Parent Partnership Interests will not be registered under the Securities Act or under any state securities Law;

(b) Stockholder must continue to bear the economic risk of the investment in the Parent Partnership Interests unless and until the offer and sale of such Parent Partnership Interests are subsequently registered under the Securities Act and all applicable state securities Laws or an exemption from such registration is available;

(c) It is not anticipated that there will be any public market for the Parent Partnership Interests in the foreseeable future; and

(d) A notation shall be made in the appropriate records of the applicable entity indicating that the Parent Partnership Interests are subject to restrictions on transfer and, if the applicable entity should at some time in the future engage the services of a securities transfer agent, appropriate stop-transfer instructions will be issued to such transfer agent with respect to the Parent Partnership Interests.

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3.7 Governmental Filings. The execution, delivery and performance of this Agreement by Stockholder does not, would not, and is not reasonably likely to (a) result in a filing required by Antitrust Laws (as defined in the Merger Agreement) or any other filing with a Governmental Authority (as defined in the Merger Agreement) that would not otherwise have been required absent this Agreement, or (b) result in the conditions set forth in Section 7.1(b), Section 7.1(c) or Section 7.1(d) of the Merger Agreement not being satisfied on or prior to the Outside Date (as defined in the Merger Agreement).

4. Representations and Warranties of Parent and Company. Parent and Company, as applicable, hereby represents and warrants to Stockholder, as of the date hereof that:

4.1 Authorization. Each of Parent and the Company has all requisite corporate power and authority and has taken all corporate action necessary to execute, deliver and perform its covenants and obligations under this Agreement in accordance with the terms hereof and to perform its obligations hereunder and to satisfy its obligations under this Agreement. No other corporate action by Parent or the Company or vote of holders of any class of the capital stock of Parent or the Company is necessary to approve and adopt this Agreement and to satisfy its obligations under this Agreement. This Agreement has been duly executed and delivered by Parent and the Company and, assuming the due authorization, execution and delivery by Stockholder, this Agreement constitutes a legal, valid and binding obligation of Parent and the Company, respectively, enforceable against Parent and the Company, respectively, in accordance with its terms, subject to the Bankruptcy and Equity Exception.

4.2 No Violation. The execution, delivery and performance of this Agreement by Parent and the Company do not and will not (a) require any consent, approval, order, license, authorization or permit of, action by, filing, registration or declaration with or notification to, any Governmental Authority or any other Person, except for applicable requirements of the Exchange Act, "blue sky" Laws, CFIUS, the HSR Act, any applicable non-U.S. competition, antitrust or investment Laws, filing and recordation of appropriate merger documents as required by the DGCL and except where failure to obtain such consents, approvals, authorizations, waivers or permits, or to make such filings or notifications that are not, individually or in the aggregate, reasonably likely to delay, prevent or have a material adverse effect on Parent or the Company's ability to satisfy its obligations under this Agreement, (b) conflict with or result in any violation or breach of any provision of the certificate of incorporation or bylaws of the Company or the similar organizational documents of Parent or any of its Subsidiaries, (c) conflict with or result in a violation or breach of any applicable Law, (d) require any consent by any Person under, constitute a default, or an event that, with or without notice or lapse of time or both, would constitute a default under, or cause or permit the termination, cancellation or acceleration of any right or obligation or the loss of any benefit to which Parent or the Company and any of its Subsidiaries are entitled, under any Contract binding upon Parent or the Company or any of its Subsidiaries, or to which any of their respective properties, rights or other assets are subject, except in the case of clause (d), any such violation, breach, conflict, default, termination, acceleration, cancellation or loss that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect or Parent Material Adverse Effect, as applicable.

4.3 Parent Partnership Interests Duly Authorized; Capitalization. All of the Parent Partnership Interests to be issued to Stockholder under this Agreement, when issued and delivered in accordance with the terms of this Agreement at the Rollover Closing, will be duly authorized, validly issued and free and clear of any Liens (other than restrictions under the Securities Act and applicable state securities laws). All of the outstanding partnership interests of Parent have been, and after the Closing will be, duly authorized and were issued in compliance with all applicable federal and state securities laws. As of the Rollover Closing, except to the extent set forth in the Partnership Agreement, there shall be no statutory or contractual preemptive rights, rights of first refusal or similar restrictions with respect to the issuance of the Parent Partnership

5. Appraisal Rights. To the fullest extent permitted by applicable Law, Stockholder hereby unconditionally and irrevocably waives, and shall cause to be waived, any rights of appraisal or rights to dissent from the Merger or the other transactions contemplated by the Merger that Stockholder may have under applicable Law.

6. Survival. The representations, warranties, covenants and agreements of the parties contained in this Agreement shall not survive the Effective Time.

7. Miscellaneous.

7.1 Term. Notwithstanding any other provision of this Agreement or any other agreement, this Agreement and all obligations hereunder shall terminate automatically, without any notice or other action by any Person, and cease to have any force or effect upon the earliest to occur of (a) the Effective Time, (b) the valid termination of the Merger Agreement in accordance with its terms and (c) such date and time as any amendment or change to the Merger Agreement is effected without the Stockholder's consent that (A) decreases the amount, or changes the form, of consideration payable to in respect of the Shares pursuant to the terms of the Merger Agreement, or that imposes conditions to the receipt of such consideration or (B) otherwise amends the Merger Agreement in a manner materially adverse to the Stockholder (the earliest date, the "Termination Date"). Upon termination of this Agreement, this Agreement shall forthwith become void and have no effect and no party shall have any further obligations or liabilities under this Agreement; provided, however, that (x) nothing set forth in this Section 7.1 shall relieve any party from liability for any willful and material breach of this Agreement prior to termination hereof and (y) the provisions of this Section 7 shall survive any valid termination of this Agreement in accordance with Section 7.1.

7.2 Fiduciary Duties. Notwithstanding anything in this Agreement to the contrary: (a) Stockholder makes no agreement or understanding herein in any capacity other than in Stockholder's capacity as a record holder and Beneficial Owner of Securities, and (b) nothing herein will be construed to limit or affect any action or inaction by Stockholder or any Representative of Stockholder, as applicable, serving on the Company Board or on the board of directors of any Subsidiary of the Company or as an officer of the Company or any of Subsidiary of the Company, acting in such Person's capacity as a director or officer of the Company or any Subsidiary of the Company, and any such action shall not constitute a breach of this Agreement.

7.3 Amendment and Waiver. Subject to the provisions of applicable Law, at any time prior to the Effective Time, this Agreement may be amended, modified or waived if, and only if, such amendment, modification or waiver is in writing and signed, in the case of an amendment or modification by the parties hereto, or in the case of a waiver, by the party against whom the waiver is to be effective and by Searchlight and ABRY (as a third party beneficiary hereunder). The conditions to each of the respective parties' obligations contemplated by this Agreement are for the sole benefit of such party and may be waived by such party in whole or in part to the extent permitted by applicable Law. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

7.4 Costs and Expenses. Each party shall bear its own costs and expenses (including all legal, accounting, audit, due diligence and other out-of-pocket expenses) incurred in connection with this Agreement and the transactions contemplated hereby, whether or not the Merger is consummated.

7.5 Entire Agreement; Third Party Beneficiaries. This Agreement and the Merger Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. The parties hereby agree that their respective representations, warranties and covenants set forth herein are solely for the benefit of the other parties, in accordance with and subject to the terms of this Agreement, and this Agreement is not intended to, and does not, confer upon any Person other than the parties any rights or remedies hereunder, including the right to rely upon the representations and warranties set forth herein; provided that Searchlight and ABRY shall be a third party beneficiary hereunder, provided further that the Company shall be a third party beneficiary with respect to Section 2.3.

7.6 Assignments. No party may assign either this Agreement or any of its rights, interests or obligations under this Agreement without the prior written approval of the other parties and of Searchlight and ABRY (as a third party beneficiary hereunder); provided, however, that Stockholder may assign its rights and obligations without such prior written approval solely in connection with a Transfer of Shares permitted under, and effected in compliance with, the second sentence of Section 2.1. Subject to the preceding sentence, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns. No assignment, to the extent permitted hereunder, by any party will relieve such party of any of its obligations under this Agreement. Any purported assignment in violation of this Agreement is void.

7.7 Execution in Counterparts. This Agreement and any amendments to this Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or by email of a .pdf attachment shall be effective as delivery of a manually executed counterpart of this Agreement.

7.8 Notices. All notices, requests, instructions or other communications to be given or made hereunder by any party to the other parties to this Agreement shall be in writing and (a) served by personal delivery by hand upon the party for whom it is intended, (b) served by an internationally-recognized overnight courier service upon the party for whom it is intended, (c) delivered by registered or certified mail, return receipt requested or (d) sent by email:

if to Company, to:

KORE Group Holdings, Inc.  
1155 Perimeter Center West, 11th Floor  
Atlanta, GA 30338  
Attention: Jack W. Kennedy Jr.; Anthony Bellomo

with a copy to:

Troutman Pepper Locke LLP  
600 Peachtree Street NE, Suite 3000  
Atlanta, Georgia 30308  
Attention: Paul Davis Fancher; Coburn R. Beck

if to Stockholder, to:

Dotmar Investments Limited  
Attention: Richard Burston

with a copy to:

Wadih Hanna

if to Parent, to:

c/o Searchlight Capital Partners, L.P.  
745 Fifth Avenue, 27th Floor  
New York, New York 10151

Attention: Nadir Nurmohamed

with a copy to:

Wachtell, Lipton, Rosen & Katz  
51 West 52nd Street  
New York, NY 10019  
Attention: Steven A. Cohen

or to such other Person or addressees as has or have been designated in writing by the party to receive such notice provided above. Any notice, request, instruction or other communications or document given as provided above shall be deemed given to the receiving party (w) upon actual receipt, if delivered personally, (x) on the next Business Day after deposit with an overnight courier, if sent by an overnight courier, (y) three Business Days after deposit in the mail, if sent by registered or certified mail or (z) when transmitted by email (so long as no notice of failure of delivery is received by the sender). Copies to outside counsel are for convenience only and failure to provide a copy to outside counsel does not alter the effectiveness of any notice, request, instruction or other communication otherwise given in accordance with this Section 7.8. Rejection or other refusal to accept, or the inability to deliver because of changed address or other details of which no notice is given, will be deemed to be receipt of any notice pursuant to this Section 7.8 as of the date of rejection, refusal or inability to deliver.

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#### 7.9 Governing Law and Venue; Waiver of Jury Trial; Specific Performance

(a) This Agreement and any claim, cause of action or Action (whether at law, in contract or in tort) that may directly or indirectly be based upon, relate to or arise out of this Agreement or any transaction contemplated hereby, or the negotiation, execution or performance hereunder shall be governed by, and construed and enforced in accordance with, the Laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware. In addition, each of the parties (i) irrevocably and unconditionally submits to the personal jurisdiction and exclusive venue of the Chosen Courts, in the event of any claim, action or proceeding between the parties (whether in contract, tort or otherwise) arises out of or relating to this Agreement or the transactions contemplated hereby, (ii) expressly waives any claim of lack of personal jurisdiction or improper venue and any claims that such courts are an inconvenient forum with respect to such a claim and (iii) agrees that it shall not bring any claim, action or proceeding against any other Parties arising out of or relating to this Agreement or the transactions contemplated hereby in any court other than the Chosen Courts and that a final judgment in any legal proceeding in the Chosen Courts will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law, and (iv) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from the Chosen Courts. Each party hereby irrevocably consents to the service of process of any of the aforementioned courts in any such suit, action or proceeding by the mailing of copies thereof by registered or certified mail or by overnight courier service, postage prepaid, to its address set forth in Section 7.8, such service to become effective 10 days after such mailing. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE PURSUANT TO THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM, ACTION OR PROCEEDING (WHETHER IN CONTRACT, TORT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING ANY LEGAL ACTION AGAINST ANY FINANCING SOURCE ARISING OUT OF OR RELATED TO THE DEBT FINANCING. EACH PARTY (i) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (ii) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.9, (1) UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, AND (2) MAKES THIS WAIVER VOLUNTARILY.

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(b) The parties acknowledge and agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that any party does not perform any of the provisions of this Agreement (including failing to take such actions as are required of it hereunder to consummate the transactions contemplated by this Agreement) in accordance with their specific terms or otherwise breach or threaten to breach any such provisions. It is accordingly agreed that, at any time prior to the valid termination of this Agreement pursuant to Section 7.1, subject to the limitations set forth therein and in this Section 7.9, the parties shall be entitled to an injunction or injunctions, specific performance and other equitable relief to prevent breaches or threatened breaches of this Agreement in any court referred to in Section 7.9(a) without proof of actual damages (and each party hereby waives any requirement for the securing or posting of any bond in connection with such remedy), this being in addition to any other remedy to which they are entitled at law or in equity. The parties further agree not to assert that a remedy of specific enforcement is unenforceable, invalid, contrary to Law or inequitable or not appropriate on the basis that a remedy of monetary damages would provide an adequate remedy for any such breach. Under no circumstances will either party be permitted or entitled to receive both specific performance that results in the occurrence of the Closing and any monetary damages.

7.10 Further Assurances. The parties to this Agreement agree to execute and deliver all further instruments and use its reasonable efforts to take such further actions as reasonably necessary to perform its obligations under this Agreement, as any other party to this Agreement may, from time to time, reasonably request in order to effectuate the purposes and to carry out the terms of this Agreement.

7.11 Interpretation. (a) The table of contents and headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof. Where a reference in this Agreement is made to a Section or Exhibit, such reference shall be to a Section of or Exhibit to this Agreement unless otherwise indicated. (b) If a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb). Unless the context of this Agreement clearly requires otherwise, words importing the masculine gender shall include the feminine and neutral genders and vice versa, and the definitions of terms contained in this Agreement are applicable to the singular as well as the plural forms of such terms. The words "includes" or "including" shall mean "including without limitation," the words "hereof," "hereby," "herein," "hereunder" and similar terms in this Agreement shall refer to this Agreement as a whole and not any particular section or Article in which such words appear, the word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends and such phrase shall not mean simply "if," any reference to a Law shall include any rules and regulations promulgated thereunder, and any reference to any Law in any representation or warranty in this Agreement shall mean such Law as in effect as of the date of this Agreement (or if such representation or warranty expressly speaks as of a particular date or period of time, then as of such particular date or period of time). Each reference to a "wholly-owned Subsidiary" or "wholly-owned Subsidiaries" of a Person shall be deemed to include any Subsidiary of such Person where all of the equity interests of such Subsidiary are directly or indirectly owned by such Person (other than directors qualifying shares, nominee shares or other equity interests that are required by Law or regulation to be held by a director or nominee). The word "or" shall not be exclusive. The phrase "ordinary course" or "ordinary course of business" (or similar references) means "ordinary course of business consistent with past practice." The word "will" shall be construed to have the same meaning and effect as the word "shall." "Writing," "written" and comparable terms refer to printing, typing, and other means of reproducing in a visible form. Any reference to any particular Code section or any other Law will be interpreted to include any revision of or successor to that section regardless of how it is numbered or classified. The term "parties" means Company, Parent and Stockholder, and "party" means either of them. (c) The parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

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7.12 Relationship of Parties. Nothing contained herein shall establish any fiduciary, partnership, joint venture or similar relationship between or among the parties hereto except to the extent otherwise expressly stated herein or therein.

7.13 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application of such provision to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application of such provision, in any other jurisdiction.

[Signature page follows.]

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IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

**KORE GROUP HOLDINGS, INC.**

By: /s/Jack W. Kennedy Jr.  
Name: Jack W. Kennedy Jr.  
Title: EVP, Chief Legal Officer & Secretary

**STOCKHOLDER:**

DOTMAR INVESTMENTS LIMITED

By: /s/Richard Burston  
Name: Richard Burston  
Title: Chairman

[Signature Page to Rollover, Voting and Support Agreement]

**PARENT:**

KONA PARENT, L.P.  
By: KONA Parent GP, LLC, its general partner

By: /s/Andrew Frey  
Name: Andrew Frey

Title: Authorized Person

[Signature Page to Rollover, Voting and Support Agreement]

**Exhibit A**  
**Securities**

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	<u>Number of Securities</u>	<u>Dates of Acquisition</u> <u>During Past Three Years</u> <u>(if any)</u>
<u>Dotmar Investments Limited</u>		
<u>Number of Existing Common Shares</u>	847,293	N/A

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### ROLLOVER, VOTING AND SUPPORT AGREEMENT

THIS ROLLOVER, VOTING AND SUPPORT AGREEMENT, dated as of March 17, 2026 (this "Agreement"), is entered into by and among KORE Group Holdings, Inc., a Delaware corporation ("Company"), KONA Parent, L.P., a Delaware limited partnership ("Parent") and Richard Burston (the "Stockholder"). All terms used but not otherwise defined in this Agreement shall have the respective meanings ascribed to such terms in the Merger Agreement (as defined below).

WHEREAS, Parent, KONA Merger Sub Co., a Delaware corporation and a wholly owned Subsidiary of Parent, and the Company have entered into an Agreement and Plan of Merger, dated as of the date hereof (as the same may be amended or otherwise modified from time to time in accordance with the terms thereof, the "Merger Agreement");

WHEREAS, as a condition and inducement to the willingness of Parent and Merger Sub to enter into the Merger Agreement, the Stockholder has agreed to enter into this Agreement;

WHEREAS, as of the date hereof, Stockholder is the record and beneficial owner (as defined in Rule 13d-3 under the Exchange Act) of the Common Stock, Preferred Stock and warrants issued by the Company set forth on Exhibit A hereto, being all of the Common Stock, Preferred Stock and warrants issued by the Company owned of record or beneficially by Stockholder as of the date hereof (the "Existing Common Shares," the "Existing Preferred Shares" and the "Existing Company Warrants" respectively, and together, the "Securities"); and

WHEREAS, immediately prior to but contingent upon the Closing in accordance with the Merger Agreement, Stockholder desires to transfer, contribute and deliver its Existing Common Shares to Parent in exchange for Class A Partnership Interests of Parent (the "Parent Partnership Interests"), as determined in accordance with this Agreement;

NOW, THEREFORE, in contemplation of the foregoing and in consideration of the mutual agreements, covenants, representations and warranties contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

#### 1. Rollover Transaction.

1.1 General. At the Rollover Closing (as defined below), automatically upon the terms and subject to the conditions of this Agreement, Stockholder shall, without any further action by any Person, transfer, contribute and deliver the Existing Common Shares, the Existing Company Warrants (if any) and any Common Stock resulting from the exercise of the Existing Company Warrants between the date hereof and the Rollover Closing (the "Exercised Common Shares") to Parent, in each case, free and clear of any Liens (other than restrictions under the Securities Act and applicable state and securities Laws) (the "Rollover Contribution") in exchange for a number of Parent Partnership Interests that have an aggregate value (determined based on the number of Parent Partnership Interests issued *multiplied by* the price per Parent Partnership Interest (the "Issue Price")) equal to the aggregate amount of Merger Consideration that the Stockholder would have received as of the Effective Time if (a) such Existing Common Shares and Exercised Common Shares were converted into the right to receive the Merger Consideration in accordance with the Merger Agreement and (b) such Existing Company Warrants (if any) had been exercised and any resulting Common Stock were converted into the right to receive the Merger Consideration in accordance with the Merger Agreement, discounted by the exercise price of such Existing Company Warrants (the "Rolled Value").

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1.2 Merger Consideration. The Stockholder acknowledges that this Agreement is governed by Section 4.1 of the Merger Agreement with respect to the treatment of Existing Common Shares and the impact of any failure to deliver such shares at the Rollover Closing. Subject to the foregoing, Stockholder acknowledges and agrees that it shall not receive any cash payments under the Merger Agreement for the Existing Common Shares delivered by Stockholder pursuant to the Rollover Contribution, including the Merger Consideration or any payments under Section 4.1 of the Merger Agreement.

1.3 Rollover Closing. Subject to the satisfaction (or waiver by the parties entitled to the benefit thereof) of the conditions set forth in Section 1.4, the closing of the transactions contemplated hereby (the "Rollover Closing") will take place immediately prior to, but subject to the substantially simultaneous occurrence of, the Closing.

1.4 Conditions to Obligations. The obligations of Parent and Stockholder to consummate the Rollover Closing shall be subject only to the substantially simultaneous, but subsequent, consummation of the Merger in accordance with the terms and conditions of the Merger Agreement.

1.5 Stockholders Agreement. After the date hereof, Parent and Stockholder shall negotiate in good faith to enter into, concurrently with the Closing, an amended and restated agreement of limited partnership (or other appropriate definitive agreements) in relation to Parent that will contain terms consistent with Exhibit B (the "Term Sheet") hereto and such additional or modified terms as are not inconsistent with the Term Sheet mutually agreed to by Stockholder (the "Partnership Agreement") which the parties intend to be executed at and effective as of the Closing. If for any reason Parent and Stockholder have not entered into the Partnership Agreement at or prior to the Closing, Parent shall operate in accordance with the Term Sheet until such time as the Partnership Agreement is in effect.

1.6 Tax Treatment. The parties to this Agreement intend that for U.S. federal and applicable state and local income tax purposes, the Rollover Contribution shall be treated as a tax-deferred contribution of property to a partnership pursuant to Section 721(a) of the Internal Revenue Code of 1986, as amended (the "Code"). Each of the parties shall report (and shall cause their Affiliates to report) the transactions in a manner consistent with such treatment for all U.S. federal and applicable state and local income tax purposes and shall not take (and shall cause their Affiliates not to take) any inconsistent position for tax purposes except to the extent otherwise required pursuant to a final determination within the meaning of Section 1313(a) of the Code (or any similar provision of state or local tax law).

#### 2. Certain Covenants.

2.1 Lock-Up. Stockholder hereby covenants and agrees that between the date hereof and the Closing or, if earlier, the Termination Date (as defined below), Stockholder will not, except as expressly contemplated by the Merger Agreement (a) directly or indirectly, sell, transfer, assign, pledge, hypothecate, tender, encumber or otherwise dispose of or limit, whether by merger, consolidation, conversion, division, transfer, domestication, continuance, operation of law or otherwise, the Securities or its right to vote the Securities, or agree to do any of the foregoing (each a "Transfer"); (b) enter into any agreement, Contract, option or other arrangement or otherwise knowingly take any action which would prevent Stockholder's ability to satisfy its obligations under this Agreement or (c) take any action that would have the effect of preventing Stockholder from performing its obligations under this Agreement. Notwithstanding the foregoing, Stockholder may Transfer any or all of such Securities to Parent or any

wholly-owned Subsidiary or Affiliate of Stockholder; provided, however, that in any such case, prior to and as a condition to the effectiveness of such Transfer, each Person to which any of such Securities or any interest in any of such Securities is Transferred shall have executed and delivered to Company a counterpart to this Agreement pursuant to which such Person shall be bound by all of the terms and provisions of this Agreement. Nothing herein will limit or restrict Transfers by direct and indirect equityholders of Stockholder to any Person who as of the date hereof is, or hereafter becomes, a member of such direct or indirect equityholder's family group (*i.e.*, (i) such equityholder's spouse, parents, siblings and descendants (whether natural or adopted), (ii) such equityholder's executor or legal representative and (iii) such equityholder's customary estate planning vehicles).

2.2 Standstill. From and after the date of this Agreement until the Closing or, if earlier, the Termination Date, without the prior written consent of the Company, Stockholder shall not, except as expressly contemplated by the Merger Agreement or this Agreement: acquire beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) or record ownership of any additional shares of Common Stock, Preferred Stock or any other securities of the Company.

2.3 Voting Agreement. Subject to the terms of this Agreement, Stockholder hereby irrevocably and unconditionally covenants and agrees that, during the Voting Period (as hereinafter defined), at the Company Stockholders Meeting or at any adjournment or postponement thereof, or in any other circumstances (including an action by written consent) upon which a vote or other approval with respect to the Merger Agreement or the Merger is sought, Stockholder shall: (i) appear at such meeting or otherwise be counted as present thereat for the purpose of establishing a quorum; (ii) be present and vote (or cause to be voted), in person or by proxy at the Company Stockholders Meeting (or deliver or cause to be delivered a written consent, if applicable), the Existing Common Shares and Exercised Common Shares (if any) in favor of (A) the adoption of the Merger Agreement, (B) the approval of the Merger and the approval of any proposal to adjourn the meeting to a later date if there are not sufficient affirmative votes to obtain the Requisite Company Stockholder Approval, and (C) any amendment, alteration, modification, repeal or waiver of the Company's certificate of incorporation, as amended, or bylaws, as amended, contemplated by the Merger Agreement, as well as any agreement or commitment to do the same; (iii) vote (or cause to be voted), in person or by proxy at the Company Stockholders Meeting (or deliver or cause to be delivered a written consent, if applicable), the Existing Common Shares and Exercised Common Shares (if any) against (A) any extraordinary corporate transaction (other than the Merger), such as a merger, consolidation, business combination, tender or exchange offer, reorganization, recapitalization, liquidation, or sale or transfer of all or substantially all of the assets or securities of the Company or any of its Subsidiaries, (B) any amendment of the Company's certificate of incorporation or by-laws other than as contemplated by the Merger Agreement, (C) any other proposal, action or transaction involving the Company or any of its Subsidiaries, which amendment or other proposal, action or transaction would reasonably be expected to in any manner impede, frustrate, prevent, delay, postpone, or nullify the Merger or the Merger Agreement, (D) any extraordinary dividend, distribution or recapitalization by the Company or change in capital structure of the Company (other than pursuant to the Merger Agreement), (E) any change in the Board (unless such proposed change in the Board was proposed by the Board and is not in connection with or in support of any actual or potential Acquisition Proposal) and (F) any Acquisition Proposal (the matters described in the foregoing clauses (A) through (F) being referred to as "Competing Actions"); and (iv) not take any action by written consent to approve any Competing Action; in each case to the extent such Existing Common Shares and Exercised Common Shares (if any) are entitled to vote on the respective matter set forth above. For purposes of this Agreement, "Voting Period" means the period commencing on the date hereof and ending on the earlier of the Closing and the termination of this Agreement.

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2.4 Publicity. No Stockholder, nor any of its respective Affiliates, shall issue any press release or make any other public announcement or public statement (to the extent not previously publicly disclosed or made in accordance with the Merger Agreement) with respect to this Agreement or the Merger or any other transactions contemplated by the Merger Agreement without the prior written consent of Parent, except as such press release or other public announcement may be required by applicable Law.

2.5 Release. Stockholder hereby irrevocably grants the Company and its Subsidiaries effective as of Closing, a general release of any and all claims that Stockholder may have, solely in its capacity as an equityholder of the Company, relating to periods prior to the Closing. The Company on behalf of itself and its Subsidiaries, hereby irrevocably grants Stockholder effective as of Closing, a general release of any and all claims that the Company and its Subsidiaries may have against Stockholder, solely in its capacity as an equityholder of the Company, relating to periods prior to the Closing. Notwithstanding the foregoing, each party hereto retains, and does not release, their rights and interests under the terms of this Agreement, the Merger Agreement and the documents and other agreements referred to herein and therein. Any claim that cannot be waived under applicable law shall not be waived solely to the extent such claim cannot be waived under applicable Law.

2.6 Cooperation. Stockholder shall act to promote and in furtherance of the transactions contemplated by the Merger Agreement and the binding term sheet executed by the Stockholder and the other parties thereto on the date hereof. Stockholder shall comply with Section 6.3, and Section 6.5 of the Merger Agreement to the extent applicable to Stockholder and shall provide all information reasonably necessary to satisfy the applicable disclosure requirements of Searchlight IV KOR, L.P. and ABRV Partners VII, L.P. under Section 13(d) of the Exchange Act, Rule 13e-3 or otherwise under the federal securities laws.

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3. Representations and Warranties of Stockholder. Stockholder, on behalf of itself, hereby represents and warrants to Company, as of the date hereof, severally and not jointly, that:

3.1 Ownership. Stockholder is the record and/or Beneficial Owner of the Securities, and the Securities constitute Stockholder's entire interest in the outstanding capital stock of the Company. The Securities are, and (except as otherwise permitted by this Agreement) prior to the Effective Time will be, Beneficially Owned and/or owned of record by Stockholder, free and clear of any Liens, of any nature whatsoever, except for restrictions on transfer under securities Laws and except for those created by this Agreement. Except for the Existing Company Warrants (as applicable to Stockholder), as of the date hereof, Stockholder does not hold any options, warrants or other rights to purchase any shares of Company Stock. As of the date hereof, the Existing Common Shares and Existing Preferred Shares (as applicable to Stockholder) constitute all of the shares of Company Stock Beneficially Owned or owned of record by Stockholder. As of the date hereof, all of the Securities have been held by Stockholder for a period of at least three years, except to the extent a more recent acquisition date is specified on Exhibit A. Stockholder has and (except as otherwise expressly provided by this Agreement) will have at all times through the Effective Time sole voting power (including the right to control such vote as contemplated herein) with respect to the matters set forth in this Agreement, sole power of disposition, sole power to issue instructions with respect to the matters set forth in this Agreement, and sole power to agree to all of the matters set forth in this Agreement, in each case, with respect to all of Stockholder's Shares and with respect to all of the Shares owned by Stockholder at all times through the Effective Time. "Beneficial Ownership" by a Person of any securities includes ownership by any Person who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares (a) voting power which includes the power to vote, or to direct the voting of, such security; and/or (b) investment power which includes the power to dispose, or to direct the disposition, of such security; and shall otherwise be interpreted in accordance with the term "beneficial ownership" as defined in Rule 13d-3 adopted by the Securities and Exchange Commission under the Exchange Act, as amended; provided that for purposes of determining Beneficial Ownership, a Person shall be deemed to be the Beneficial Owner of any securities which such Person has, at any time during the term of this Agreement, the right to acquire pursuant to any agreement, arrangement or understanding or upon the exercise of conversion rights, exchange rights, warrants or options, or otherwise (irrespective of whether the right to acquire such securities is exercisable immediately or only after the passage of time, including the passage of time in excess of 60 days, the satisfaction of any conditions, the occurrence of any event or any combination of the foregoing). The terms "Beneficially Own" and "Beneficially Owned" shall have a correlative meaning.

3.2 [Reserved].

3.3 Authorization. This Agreement has been duly executed and delivered by Stockholder and constitutes a valid and binding agreement of Stockholder

(assuming due authorization, execution and delivery by the Company), enforceable against Stockholder in accordance with its terms, subject to the Bankruptcy and Equity Exception.

3.4 No Violation.

(a) The execution, delivery and performance of this Agreement by Stockholder do not and will not (a) conflict with or result in any violation or breach of any applicable Law or (b) require any consent by any Person under, constitute a default, or an event that, with or without notice or lapse of time or both, would constitute a default under, or cause or permit the termination, acceleration of any right or obligation or the loss of any benefit to which Stockholder is entitled under, any Contract binding upon Stockholder, or to which any of Stockholder's respective properties, rights or other assets are subject, or any Company Permit necessary to conduct the business of Parent, Merger Sub or any of their Subsidiaries as currently conducted, except in the case of clauses (a) and (b), any such violation, breach or conflict that would not, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impair the ability of Stockholder to satisfy its obligations under this Agreement.

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(b) The execution, delivery and performance of this Agreement by Stockholder do not and, at the time of the Closing will not, require any consent, approval, order, license, authorization or permit of, action by, filing, registration or declaration with or notification to, any Governmental Authority or any other Person, except for applicable requirements of the Exchange Act and except where failure to obtain such consents, approvals, authorizations, waivers or permits, or to make such filings or notifications that are not, individually or in the aggregate, reasonably likely to delay, prevent or have a material adverse effect on Stockholder's ability to satisfy its obligations under this Agreement.

3.5 Reliance by Company. Stockholder understands and acknowledges that Company is entering into the Merger Agreement in reliance upon Stockholder's execution and delivery of this Agreement and the representations and warranties of Stockholder herein.

3.6 Company and Parent Unregistered. Stockholder has been advised by Parent that following the consummation of the Merger:

(a) Both the Securities (to the extent any remain outstanding) and Parent Partnership Interests will not be registered under the Securities Act or under any state securities Law;

(b) Stockholder must continue to bear the economic risk of the investment in the Parent Partnership Interests unless and until the offer and sale of such Parent Partnership Interests are subsequently registered under the Securities Act and all applicable state securities Laws or an exemption from such registration is available;

(c) It is not anticipated that there will be any public market for the Parent Partnership Interests in the foreseeable future; and

(d) A notation shall be made in the appropriate records of the applicable entity indicating that the Parent Partnership Interests are subject to restrictions on transfer and, if the applicable entity should at some time in the future engage the services of a securities transfer agent, appropriate stop-transfer instructions will be issued to such transfer agent with respect to the Parent Partnership Interests.

3.7 Governmental Filings. The execution, delivery and performance of this Agreement by Stockholder does not, would not, and is not reasonably likely to (a) result in a filing required by Antitrust Laws (as defined in the Merger Agreement) or any other filing with a Governmental Authority (as defined in the Merger Agreement) that would not otherwise have been required absent this Agreement, or (b) result in the conditions set forth in Section 7.1(b), Section 7.1(c) or Section 7.1(d) of the Merger Agreement not being satisfied on or prior to the Outside Date (as defined in the Merger Agreement).

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4. Representations and Warranties of Parent and Company. Parent and Company, as applicable, hereby represents and warrants to Stockholder, as of the date hereof that:

4.1 Authorization. Each of Parent and the Company has all requisite corporate power and authority and has taken all corporate action necessary to execute, deliver and perform its covenants and obligations under this Agreement in accordance with the terms hereof and to perform its obligations hereunder and to satisfy its obligations under this Agreement. No other corporate action by Parent or the Company or vote of holders of any class of the capital stock of Parent or the Company is necessary to approve and adopt this Agreement and to satisfy its obligations under this Agreement. This Agreement has been duly executed and delivered by Parent and the Company and, assuming the due authorization, execution and delivery by Stockholder, this Agreement constitutes a legal, valid and binding obligation of Parent and the Company, respectively, enforceable against Parent and the Company, respectively, in accordance with its terms, subject to the Bankruptcy and Equity Exception.

4.2 No Violation. The execution, delivery and performance of this Agreement by Parent and the Company do not and will not (a) require any consent, approval, order, license, authorization or permit of, action by, filing, registration or declaration with or notification to, any Governmental Authority or any other Person, except for applicable requirements of the Exchange Act, "blue sky" Laws, CFIUS, the HSR Act, any applicable non-U.S. competition, antitrust or investment Laws, filing and recordation of appropriate merger documents as required by the DGCL and except where failure to obtain such consents, approvals, authorizations, waivers or permits, or to make such filings or notifications that are not, individually or in the aggregate, reasonably likely to delay, prevent or have a material adverse effect on Parent or the Company's ability to satisfy its obligations under this Agreement, (b) conflict with or result in any violation or breach of any provision of the certificate of incorporation or bylaws of the Company or the similar organizational documents of Parent or any of its Subsidiaries, (c) conflict with or result in a violation or breach of any applicable Law, (d) require any consent by any Person under, constitute a default, or an event that, with or without notice or lapse of time or both, would constitute a default under, or cause or permit the termination, cancellation or acceleration of any right or obligation or the loss of any benefit to which Parent or the Company and any of its Subsidiaries are entitled, under any Contract binding upon Parent or the Company or any of its Subsidiaries, or to which any of their respective properties, rights or other assets are subject, except in the case of clause (d), any such violation, breach, conflict, default, termination, acceleration, cancellation or loss that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect or Parent Material Adverse Effect, as applicable.

4.3 Parent Partnership Interests Duly Authorized; Capitalization. All of the Parent Partnership Interests to be issued to Stockholder under this Agreement, when issued and delivered in accordance with the terms of this Agreement at the Rollover Closing, will be duly authorized, validly issued and free and clear of any Liens (other than restrictions under the Securities Act and applicable state securities laws). All of the outstanding partnership interests of Parent have been, and after the Closing will be, duly authorized and were issued in compliance with all applicable federal and state securities laws. As of the Rollover Closing, except to the extent set forth in the Partnership Agreement, there shall be no statutory or contractual preemptive rights, rights of first refusal or similar restrictions with respect to the issuance of the Parent Partnership Interests.

5. Appraisal Rights. To the fullest extent permitted by applicable Law, Stockholder hereby unconditionally and irrevocably waives, and shall cause to be waived, any rights of appraisal or rights to dissent from the Merger or the other transactions contemplated by the Merger that Stockholder may have under applicable Law.

6. Survival. The representations, warranties, covenants and agreements of the parties contained in this Agreement shall not survive the Effective Time.

7. Miscellaneous.

7.1 Term. Notwithstanding any other provision of this Agreement or any other agreement, this Agreement and all obligations hereunder shall terminate automatically, without any notice or other action by any Person, and cease to have any force or effect upon the earliest to occur of (a) the Effective Time, (b) the valid termination of the Merger Agreement in accordance with its terms and (c) such date and time as any amendment or change to the Merger Agreement is effected without the Stockholder's consent that (A) decreases the amount, or changes the form, of consideration payable to in respect of the Shares pursuant to the terms of the Merger Agreement, or that imposes conditions to the receipt of such consideration or (B) otherwise amends the Merger Agreement in a manner materially adverse to the Stockholder (the earliest date, the "Termination Date"). Upon termination of this Agreement, this Agreement shall forthwith become void and have no effect and no party shall have any further obligations or liabilities under this Agreement; provided, however, that (x) nothing set forth in this Section 7.1 shall relieve any party from liability for any willful and material breach of this Agreement prior to termination hereof and (y) the provisions of this Section 7 shall survive any valid termination of this Agreement in accordance with Section 7.1.

7.2 Fiduciary Duties. Notwithstanding anything in this Agreement to the contrary: (a) Stockholder makes no agreement or understanding herein in any capacity other than in Stockholder's capacity as a record holder and Beneficial Owner of Securities, and (b) nothing herein will be construed to limit or affect any action or inaction by Stockholder or any Representative of Stockholder, as applicable, serving on the Company Board or on the board of directors of any Subsidiary of the Company or as an officer of the Company or any of Subsidiary of the Company, acting in such Person's capacity as a director or officer of the Company or any Subsidiary of the Company, and any such action shall not constitute a breach of this Agreement.

7.3 Amendment and Waiver. Subject to the provisions of applicable Law, at any time prior to the Effective Time, this Agreement may be amended, modified or waived if, and only if, such amendment, modification or waiver is in writing and signed, in the case of an amendment or modification by the parties hereto, or in the case of a waiver, by the party against whom the waiver is to be effective and by Searchlight and ABRY (as a third party beneficiary hereunder). The conditions to each of the respective parties' obligations contemplated by this Agreement are for the sole benefit of such party and may be waived by such party in whole or in part to the extent permitted by applicable Law. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

7.4 Costs and Expenses. Each party shall bear its own costs and expenses (including all legal, accounting, audit, due diligence and other out-of-pocket expenses) incurred in connection with this Agreement and the transactions contemplated hereby, whether or not the Merger is consummated.

7.5 Entire Agreement; Third Party Beneficiaries. This Agreement and the Merger Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. The parties hereby agree that their respective representations, warranties and covenants set forth herein are solely for the benefit of the other parties, in accordance with and subject to the terms of this Agreement, and this Agreement is not intended to, and does not, confer upon any Person other than the parties any rights or remedies hereunder, including the right to rely upon the representations and warranties set forth herein; provided that Searchlight and ABRY shall be a third party beneficiary hereunder, provided further that the Company shall be a third party beneficiary with respect to Section 2.3.

7.6 Assignments. No party may assign either this Agreement or any of its rights, interests or obligations under this Agreement without the prior written approval of the other parties and of Searchlight and ABRY (as a third party beneficiary hereunder); provided, however, that Stockholder may assign its rights and obligations without such prior written approval solely in connection with a Transfer of Shares permitted under, and effected in compliance with, the second sentence of Section 2.1. Subject to the preceding sentence, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns. No assignment, to the extent permitted hereunder, by any party will relieve such party of any of its obligations under this Agreement. Any purported assignment in violation of this Agreement is void.

7.7 Execution in Counterparts. This Agreement and any amendments to this Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or by email of a .pdf attachment shall be effective as delivery of a manually executed counterpart of this Agreement.

7.8 Notices. All notices, requests, instructions or other communications to be given or made hereunder by any party to the other parties to this Agreement shall be in writing and (a) served by personal delivery by hand upon the party for whom it is intended, (b) served by an internationally-recognized overnight courier service upon the party for whom it is intended, (c) delivered by registered or certified mail, return receipt requested or (d) sent by email:

if to Company, to:

KORE Group Holdings, Inc.  
1155 Perimeter Center West, 11th Floor  
Atlanta, GA 30338  
Attention: Jack W. Kennedy Jr.; Anthony Bellomo

with a copy to:

Troutman Pepper Locke LLP  
600 Peachtree Street NE, Suite 3000  
Atlanta, Georgia 30308  
Attention: Paul Davis Fancher; Coburn R. Beck

if to Stockholder, to:

Richard Burston

if to Parent, to:

c/o Searchlight Capital Partners, L.P.  
745 Fifth Avenue, 27th Floor  
New York, New York 10151  
Attention: Nadir Nurmohamed

with a copy to:

Wachtell, Lipton, Rosen & Katz  
51 West 52nd Street  
New York, NY 10019  
Attention: Steven A. Cohen

or to such other Person or addressees as has or have been designated in writing by the party to receive such notice provided above. Any notice, request, instruction or other communications or document given as provided above shall be deemed given to the receiving party (w) upon actual receipt, if delivered personally, (x) on the next Business Day after deposit with an overnight courier, if sent by an overnight courier, (y) three Business Days after deposit in the mail, if sent by registered or certified mail or (z) when transmitted by email (so long as no notice of failure of delivery is received by the sender). Copies to outside counsel are for convenience only and failure to provide a copy to outside counsel does not alter the effectiveness of any notice, request, instruction or other communication otherwise given in accordance with this Section 7.8. Rejection or other refusal to accept, or the inability to deliver because of changed address or other details of which no notice is given, will be deemed to be receipt of any notice pursuant to this Section 7.8 as of the date of rejection, refusal or inability to deliver.

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#### 7.9 Governing Law and Venue; Waiver of Jury Trial; Specific Performance

(a) This Agreement and any claim, cause of action or Action (whether at law, in contract or in tort) that may directly or indirectly be based upon, relate to or arise out of this Agreement or any transaction contemplated hereby, or the negotiation, execution or performance hereunder shall be governed by, and construed and enforced in accordance with, the Laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware. In addition, each of the parties (i) irrevocably and unconditionally submits to the personal jurisdiction and exclusive venue of the Chosen Courts, in the event of any claim, action or proceeding between the parties (whether in contract, tort or otherwise) arises out of or relating to this Agreement or the transactions contemplated hereby, (ii) expressly waives any claim of lack of personal jurisdiction or improper venue and any claims that such courts are an inconvenient forum with respect to such a claim and (iii) agrees that it shall not bring any claim, action or proceeding against any other Parties arising out of or relating to this Agreement or the transactions contemplated hereby in any court other than the Chosen Courts and that a final judgment in any legal proceeding in the Chosen Courts will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law, and (iv) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from the Chosen Courts. Each party hereby irrevocably consents to the service of process of any of the aforementioned courts in any such suit, action or proceeding by the mailing of copies thereof by registered or certified mail or by overnight courier service, postage prepaid, to its address set forth in Section 7.8, such service to become effective 10 days after such mailing. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE PURSUANT TO THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM, ACTION OR PROCEEDING (WHETHER IN CONTRACT, TORT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING ANY LEGAL ACTION AGAINST ANY FINANCING SOURCE ARISING OUT OF OR RELATED TO THE DEBT FINANCING. EACH PARTY (i) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (ii) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.9, (1) UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, AND (2) MAKES THIS WAIVER VOLUNTARILY.

(b) The parties acknowledge and agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that any party does not perform any of the provisions of this Agreement (including failing to take such actions as are required of it hereunder to consummate the transactions contemplated by this Agreement) in accordance with their specific terms or otherwise breach or threaten to breach any such provisions. It is accordingly agreed that, at any time prior to the valid termination of this Agreement pursuant to Section 7.1, subject to the limitations set forth therein and in this Section 7.9, the parties shall be entitled to an injunction or injunctions, specific performance and other equitable relief to prevent breaches or threatened breaches of this Agreement in any court referred to in Section 7.9(a) without proof of actual damages (and each party hereby waives any requirement for the securing or posting of any bond in connection with such remedy), this being in addition to any other remedy to which they are entitled at law or in equity. The parties further agree not to assert that a remedy of specific enforcement is unenforceable, invalid, contrary to Law or inequitable or not appropriate on the basis that a remedy of monetary damages would provide an adequate remedy for any such breach. Under no circumstances will either party be permitted or entitled to receive both specific performance that results in the occurrence of the Closing and any monetary damages.

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7.10 Further Assurances. The parties to this Agreement agree to execute and deliver all further instruments and use its reasonable efforts to take such further actions as reasonably necessary to perform its obligations under this Agreement, as any other party to this Agreement may, from time to time, reasonably request in order to effectuate the purposes and to carry out the terms of this Agreement.

7.11 Interpretation. (a) The table of contents and headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof. Where a reference in this Agreement is made to a Section or Exhibit, such reference shall be to a Section of or Exhibit to this Agreement unless otherwise indicated. (b) If a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb). Unless the context of this Agreement clearly requires otherwise, words importing the masculine gender shall include the feminine and neutral genders and vice versa, and the definitions of terms contained in this Agreement are applicable to the singular as well as the plural forms of such terms. The words "includes" or "including" shall mean "including without limitation," the words "hereof," "hereby," "herein," "hereunder" and similar terms in this Agreement shall

refer to this Agreement as a whole and not any particular section or Article in which such words appear, the word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends and such phrase shall not mean simply "if," any reference to a Law shall include any rules and regulations promulgated thereunder, and any reference to any Law in any representation or warranty in this Agreement shall mean such Law as in effect as of the date of this Agreement (or if such representation or warranty expressly speaks as of a particular date or period of time, then as of such particular date or period of time). Each reference to a "wholly-owned Subsidiary" or "wholly-owned Subsidiaries" of a Person shall be deemed to include any Subsidiary of such Person where all of the equity interests of such Subsidiary are directly or indirectly owned by such Person (other than directors qualifying shares, nominee shares or other equity interests that are required by Law or regulation to be held by a director or nominee). The word "or" shall not be exclusive. The phrase "ordinary course" or "ordinary course of business" (or similar references) means "ordinary course of business consistent with past practice." The word "will" shall be construed to have the same meaning and effect as the word "shall." "Writing," "written" and comparable terms refer to printing, typing, and other means of reproducing in a visible form. Any reference to any particular Code section or any other Law will be interpreted to include any revision of or successor to that section regardless of how it is numbered or classified. The term "parties" means Company, Parent and Stockholder, and "party" means either of them. (c) The parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

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7.12 Relationship of Parties. Nothing contained herein shall establish any fiduciary, partnership, joint venture or similar relationship between or among the parties hereto except to the extent otherwise expressly stated herein or therein.

7.13 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application of such provision to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application of such provision, in any other jurisdiction.

[Signature page follows.]

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IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

**KORE GROUP HOLDINGS, INC.**

By: /s/Jack W. Kennedy Jr.  
Name: Jack W. Kennedy Jr.  
Title: EVP, Chief Legal Officer & Secretary

**STOCKHOLDER:**

By: /s/Richard Burston  
Name: Richard Burston

[Signature Page to Rollover, Voting and Support Agreement]

**PARENT:**

KONA PARENT, L.P.  
By: KONA Parent GP, LLC, its general partner

By: /s/Andrew Frey  
Name: Andrew Frey  
Title: Authorized Person

[Signature Page to Rollover, Voting and Support Agreement]

	<u>Number of Securities</u>	<u>Dates of Acquisition</u> <u>During Past Three Years</u> <u>(if any)</u>
<u>Richard Burston</u>		
<u>Number of Existing Common Shares</u>	169,948	See <u>Schedule 1</u> , below.

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### ROLLOVER, VOTING AND SUPPORT AGREEMENT

THIS ROLLOVER, VOTING AND SUPPORT AGREEMENT, dated as of March 17, 2026 (this "Agreement"), is entered into by and among KORE Group Holdings, Inc., a Delaware corporation ("Company"), KONA Parent, L.P., a Delaware limited partnership ("Parent") and Terrdian Holdings Inc. (the "Stockholder"). All terms used but not otherwise defined in this Agreement shall have the respective meanings ascribed to such terms in the Merger Agreement (as defined below).

WHEREAS, Parent, KONA Merger Sub Co., a Delaware corporation and a wholly owned Subsidiary of Parent, and the Company have entered into an Agreement and Plan of Merger, dated as of the date hereof (as the same may be amended or otherwise modified from time to time in accordance with the terms thereof, the "Merger Agreement");

WHEREAS, as a condition and inducement to the willingness of Parent and Merger Sub to enter into the Merger Agreement, the Stockholder has agreed to enter into this Agreement;

WHEREAS, as of the date hereof, Stockholder is the record and beneficial owner (as defined in Rule 13d-3 under the Exchange Act) of the Common Stock, Preferred Stock and warrants issued by the Company set forth on Exhibit A hereto, being all of the Common Stock, Preferred Stock and warrants issued by the Company owned of record or beneficially by Stockholder as of the date hereof (the "Existing Common Shares," the "Existing Preferred Shares" and the "Existing Company Warrants" respectively, and together, the "Securities"); and

WHEREAS, immediately prior to but contingent upon the Closing in accordance with the Merger Agreement, Stockholder desires to transfer, contribute and deliver its Existing Common Shares to Parent in exchange for Class A Partnership Interests of Parent (the "Parent Partnership Interests"), as determined in accordance with this Agreement;

NOW, THEREFORE, in contemplation of the foregoing and in consideration of the mutual agreements, covenants, representations and warranties contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

#### 1. Rollover Transaction.

1.1 General. At the Rollover Closing (as defined below), automatically upon the terms and subject to the conditions of this Agreement, Stockholder shall, without any further action by any Person, transfer, contribute and deliver the Existing Common Shares, the Existing Company Warrants (if any) and any Common Stock resulting from the exercise of the Existing Company Warrants between the date hereof and the Rollover Closing (the "Exercised Common Shares") to Parent, in each case, free and clear of any Liens (other than restrictions under the Securities Act and applicable state and securities Laws) (the "Rollover Contribution") in exchange for a number of Parent Partnership Interests that have an aggregate value (determined based on the number of Parent Partnership Interests issued *multiplied by* the price per Parent Partnership Interest (the "Issue Price")) equal to the aggregate amount of Merger Consideration that the Stockholder would have received as of the Effective Time if (a) such Existing Common Shares and Exercised Common Shares were converted into the right to receive the Merger Consideration in accordance with the Merger Agreement and (b) such Existing Company Warrants (if any) had been exercised and any resulting Common Stock were converted into the right to receive the Merger Consideration in accordance with the Merger Agreement, discounted by the exercise price of such Existing Company Warrants (the "Rolled Value").

1.2 Merger Consideration. The Stockholder acknowledges that this Agreement is governed by Section 4.1 of the Merger Agreement with respect to the treatment of Existing Common Shares and the impact of any failure to deliver such shares at the Rollover Closing. Subject to the foregoing, Stockholder acknowledges and agrees that it shall not receive any cash payments under the Merger Agreement for the Existing Common Shares delivered by Stockholder pursuant to the Rollover Contribution, including the Merger Consideration or any payments under Section 4.1 of the Merger Agreement.

1.3 Rollover Closing. Subject to the satisfaction (or waiver by the parties entitled to the benefit thereof) of the conditions set forth in Section 1.4, the closing of the transactions contemplated hereby (the "Rollover Closing") will take place immediately prior to, but subject to the substantially simultaneous occurrence of, the Closing.

1.4 Conditions to Obligations. The obligations of Parent and Stockholder to consummate the Rollover Closing shall be subject only to the substantially simultaneous, but subsequent, consummation of the Merger in accordance with the terms and conditions of the Merger Agreement.

1.5 Stockholders Agreement. After the date hereof, Parent and Stockholder shall negotiate in good faith to enter into, concurrently with the Closing, an amended and restated agreement of limited partnership (or other appropriate definitive agreements) in relation to Parent that will contain terms consistent with Exhibit B (the "Term Sheet") hereto and such additional or modified terms as are not inconsistent with the Term Sheet mutually agreed to by Stockholder (the "Partnership Agreement") which the parties intend to be executed at and effective as of the Closing. If for any reason Parent and Stockholder have not entered into the Partnership Agreement at or prior to the Closing, Parent shall operate in accordance with the Term Sheet until such time as the Partnership Agreement is in effect.

1.6 Tax Treatment. The parties to this Agreement intend that for U.S. federal and applicable state and local income tax purposes, the Rollover Contribution shall be treated as a tax-deferred contribution of property to a partnership pursuant to Section 721(a) of the Internal Revenue Code of 1986, as amended (the "Code"). Each of the parties shall report (and shall cause their Affiliates to report) the transactions in a manner consistent with such treatment for all U.S. federal and applicable state and local income tax purposes and shall not take (and shall cause their Affiliates not to take) any inconsistent position for tax purposes except to the extent otherwise required pursuant to a final determination within the meaning of Section 1313(a) of the Code (or any similar provision of state or local tax law).

(a)

#### 2. Certain Covenants.

2.1 Lock-Up. Stockholder hereby covenants and agrees that between the date hereof and the Closing or, if earlier, the Termination Date (as defined below), Stockholder will not, except as expressly contemplated by the Merger Agreement (a) directly or indirectly, sell, transfer, assign, pledge, hypothecate, tender, encumber or otherwise dispose of or limit, whether by merger, consolidation, conversion, division, transfer, domestication, continuance, operation of law or otherwise, the Securities or its right to vote the Securities, or agree to do any of the foregoing (each a "Transfer"); (b) enter into any agreement, Contract, option or other arrangement or otherwise knowingly

take any action which would prevent Stockholder's ability to satisfy its obligations under this Agreement or (c) take any action that would have the effect of preventing Stockholder from performing its obligations under this Agreement. Notwithstanding the foregoing, Stockholder may Transfer any or all of such Securities to Parent or any wholly-owned Subsidiary or Affiliate of Stockholder; provided, however, that in any such case, prior to and as a condition to the effectiveness of such Transfer, each Person to which any of such Securities or any interest in any of such Securities is Transferred shall have executed and delivered to Company a counterpart to this Agreement pursuant to which such Person shall be bound by all of the terms and provisions of this Agreement. Nothing herein will limit or restrict Transfers by direct and indirect equityholders of Stockholder to any Person who as of the date hereof is, or hereafter becomes, a member of such direct or indirect equityholder's family group (*i.e.*, (i) such equityholder's spouse, parents, siblings and descendants (whether natural or adopted), (ii) such equityholder's executor or legal representative and (iii) such equityholder's customary estate planning vehicles).

2.2 Standstill. From and after the date of this Agreement until the Closing or, if earlier, the Termination Date, without the prior written consent of the Company, Stockholder shall not, except as expressly contemplated by the Merger Agreement or this Agreement: acquire beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) or record ownership of any additional shares of Common Stock, Preferred Stock or any other securities of the Company.

2.3 Voting Agreement. Subject to the terms of this Agreement, Stockholder hereby irrevocably and unconditionally covenants and agrees that, during the Voting Period (as hereinafter defined), at the Company Stockholders Meeting or at any adjournment or postponement thereof, or in any other circumstances (including an action by written consent) upon which a vote or other approval with respect to the Merger Agreement or the Merger is sought, Stockholder shall: (i) appear at such meeting or otherwise be counted as present thereat for the purpose of establishing a quorum; (ii) be present and vote (or cause to be voted), in person or by proxy at the Company Stockholders Meeting (or deliver or cause to be delivered a written consent, if applicable), the Existing Common Shares and Exercised Common Shares (if any) in favor of (A) the adoption of the Merger Agreement, (B) the approval of the Merger and the approval of any proposal to adjourn the meeting to a later date if there are not sufficient affirmative votes to obtain the Requisite Company Stockholder Approval, and (C) any amendment, alteration, modification, repeal or waiver of the Company's certificate of incorporation, as amended, or bylaws, as amended, contemplated by the Merger Agreement, as well as any agreement or commitment to do the same; (iii) vote (or cause to be voted), in person or by proxy at the Company Stockholders Meeting (or deliver or cause to be delivered a written consent, if applicable), the Existing Common Shares and Exercised Common Shares (if any) against (A) any extraordinary corporate transaction (other than the Merger), such as a merger, consolidation, business combination, tender or exchange offer, reorganization, recapitalization, liquidation, or sale or transfer of all or substantially all of the assets or securities of the Company or any of its Subsidiaries, (B) any amendment of the Company's certificate of incorporation or by-laws other than as contemplated by the Merger Agreement, (C) any other proposal, action or transaction involving the Company or any of its Subsidiaries, which amendment or other proposal, action or transaction would reasonably be expected to in any manner impede, frustrate, prevent, delay, postpone, or nullify the Merger or the Merger Agreement, (D) any extraordinary dividend, distribution or recapitalization by the Company or change in capital structure of the Company (other than pursuant to the Merger Agreement), (E) any change in the Board (unless such proposed change in the Board was proposed by the Board and is not in connection with or in support of any actual or potential Acquisition Proposal) and (F) any Acquisition Proposal (the matters described in the foregoing clauses (A) through (F) being referred to as "Competing Actions"); and (iv) not take any action by written consent to approve any Competing Action; in each case to the extent such Existing Common Shares and Exercised Common Shares (if any) are entitled to vote on the respective matter set forth above. For purposes of this Agreement, "Voting Period" means the period commencing on the date hereof and ending on the earlier of the Closing and the termination of this Agreement.

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2.4 Publicity. No Stockholder, nor any of its respective Affiliates, shall issue any press release or make any other public announcement or public statement (to the extent not previously publicly disclosed or made in accordance with the Merger Agreement) with respect to this Agreement or the Merger or any other transactions contemplated by the Merger Agreement without the prior written consent of Parent, except as such press release or other public announcement may be required by applicable Law.

2.5 Release. Stockholder hereby irrevocably grants the Company and its Subsidiaries effective as of Closing, a general release of any and all claims that Stockholder may have, solely in its capacity as an equityholder of the Company, relating to periods prior to the Closing. The Company on behalf of itself and its Subsidiaries, hereby irrevocably grants Stockholder effective as of Closing, a general release of any and all claims that the Company and its Subsidiaries may have against Stockholder, solely in its capacity as an equityholder of the Company, relating to periods prior to the Closing. Notwithstanding the foregoing, each party hereto retains, and does not release, their rights and interests under the terms of this Agreement, the Merger Agreement and the documents and other agreements referred to herein and therein. Any claim that cannot be waived under applicable law shall not be waived solely to the extent such claim cannot be waived under applicable Law.

2.6 Cooperation. Stockholder shall act to promote and in furtherance of the transactions contemplated by the Merger Agreement and the binding term sheet executed by the Stockholder and the other parties thereto on the date hereof. Stockholder shall comply with Section 6.3, and Section 6.5 of the Merger Agreement to the extent applicable to Stockholder and shall provide all information reasonably necessary to satisfy the applicable disclosure requirements of Searchlight IV KOR, L.P. and ABRY Partners VII, L.P. under Section 13(d) of the Exchange Act, Rule 13e-3 or otherwise under the federal securities laws.

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3. Representations and Warranties of Stockholder. Stockholder, on behalf of itself, hereby represents and warrants to Company, as of the date hereof, severally and not jointly, that:

3.1 Ownership. Stockholder is the record and/or Beneficial Owner of the Securities, and the Securities constitute Stockholder's entire interest in the outstanding capital stock of the Company. The Securities are, and (except as otherwise permitted by this Agreement) prior to the Effective Time will be, Beneficially Owned and/or owned of record by Stockholder, free and clear of any Liens, of any nature whatsoever, except for restrictions on transfer under securities Laws and except for those created by this Agreement. Except for the Existing Company Warrants (as applicable to Stockholder), as of the date hereof, Stockholder does not hold any options, warrants or other rights to purchase any shares of Company Stock. As of the date hereof, the Existing Common Shares and Existing Preferred Shares (as applicable to Stockholder) constitute all of the shares of Company Stock Beneficially Owned or owned of record by Stockholder. As of the date hereof, all of the Securities have been held by Stockholder for a period of at least three years, except to the extent a more recent acquisition date is specified on Exhibit A. Stockholder has and (except as otherwise expressly provided by this Agreement) will have at all times through the Effective Time sole voting power (including the right to control such vote as contemplated herein) with respect to the matters set forth in this Agreement, sole power of disposition, sole power to issue instructions with respect to the matters set forth in this Agreement, and sole power to agree to all of the matters set forth in this Agreement, in each case, with respect to all of Stockholder's Shares and with respect to all of the Shares owned by Stockholder at all times through the Effective Time. "Beneficial Ownership" by a Person of any securities includes ownership by any Person who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares (a) voting power which includes the power to vote, or to direct the voting of, such security; and/or (b) investment power which includes the power to dispose, or to direct the disposition, of such security; and shall otherwise be interpreted in accordance with the term "beneficial ownership" as defined in Rule 13d-3 adopted by the Securities and Exchange Commission under the Exchange Act, as amended; provided that for purposes of determining Beneficial Ownership, a Person shall be deemed to be the Beneficial Owner of any securities which such Person has, at any time during the term of this Agreement, the right to acquire pursuant to any agreement, arrangement or understanding or upon the exercise of conversion rights, exchange rights, warrants or options, or otherwise (irrespective of whether the right to acquire such securities is exercisable immediately or only after the passage of time, including the passage of time in excess of 60 days, the satisfaction of any conditions, the occurrence of any event or any combination of the foregoing). The terms "Beneficially Own" and "Beneficially Owned" shall have a correlative meaning.

3.2 Organization. Stockholder is duly incorporated or organized and validly existing under the Laws of the jurisdiction of its incorporation or

organization.

3.3 Authorization. No vote of holders of capital stock of Stockholder is necessary to approve this Agreement or to satisfy its obligations under this Agreement. Stockholder has all requisite corporate power and authority and has taken all corporate action necessary to execute, deliver and perform its obligations under this Agreement and to satisfy its obligations under this Agreement. This Agreement has been duly executed and delivered by Stockholder and constitutes a valid and binding agreement of Stockholder (assuming due authorization, execution and delivery by the Company), enforceable against Stockholder in accordance with its terms, subject to the Bankruptcy and Equity Exception.

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3.4 No Violation.

(a) The execution, delivery and performance of this Agreement by Stockholder do not and will not (a) conflict with or result in any violation or breach of any provision of the organizational documents of Stockholder, (b) conflict with or result in any violation or breach of any applicable Law or (c) require any consent by any Person under, constitute a default, or an event that, with or without notice or lapse of time or both, would constitute a default under, or cause or permit the termination, acceleration of any right or obligation or the loss of any benefit to which Stockholder is entitled under, any Contract binding upon Stockholder, or to which any of Stockholder's respective properties, rights or other assets are subject, or any Company Permit necessary to conduct the business of Parent, Merger Sub or any of their Subsidiaries as currently conducted, except in the case of clauses (b) and (c), any such violation, breach or conflict that would not, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impair the ability of Stockholder to satisfy its obligations under this Agreement.

(b) The execution, delivery and performance of this Agreement by Stockholder do not and, at the time of the Closing will not, require any consent, approval, order, license, authorization or permit of, action by, filing, registration or declaration with or notification to, any Governmental Authority or any other Person, except for applicable requirements of the Exchange Act and except where failure to obtain such consents, approvals, authorizations, waivers or permits, or to make such filings or notifications that are not, individually or in the aggregate, reasonably likely to delay, prevent or have a material adverse effect on Stockholder's ability to satisfy its obligations under this Agreement.

3.5 Reliance by Company. Stockholder understands and acknowledges that Company is entering into the Merger Agreement in reliance upon Stockholder's execution and delivery of this Agreement and the representations and warranties of Stockholder herein.

3.6 Company and Parent Unregistered. Stockholder has been advised by Parent that following the consummation of the Merger:

(a) Both the Securities (to the extent any remain outstanding) and Parent Partnership Interests will not be registered under the Securities Act or under any state securities Law;

(b) Stockholder must continue to bear the economic risk of the investment in the Parent Partnership Interests unless and until the offer and sale of such Parent Partnership Interests are subsequently registered under the Securities Act and all applicable state securities Laws or an exemption from such registration is available;

(c) It is not anticipated that there will be any public market for the Parent Partnership Interests in the foreseeable future; and

(d) A notation shall be made in the appropriate records of the applicable entity indicating that the Parent Partnership Interests are subject to restrictions on transfer and, if the applicable entity should at some time in the future engage the services of a securities transfer agent, appropriate stop-transfer instructions will be issued to such transfer agent with respect to the Parent Partnership Interests.

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3.7 Governmental Filings. The execution, delivery and performance of this Agreement by Stockholder does not, would not, and is not reasonably likely to (a) result in a filing required by Antitrust Laws (as defined in the Merger Agreement) or any other filing with a Governmental Authority (as defined in the Merger Agreement) that would not otherwise have been required absent this Agreement, or (b) result in the conditions set forth in Section 7.1(b), Section 7.1(c) or Section 7.1(d) of the Merger Agreement not being satisfied on or prior to the Outside Date (as defined in the Merger Agreement).

4. Representations and Warranties of Parent and Company. Parent and Company, as applicable, hereby represents and warrants to Stockholder, as of the date hereof that:

4.1 Authorization. Each of Parent and the Company has all requisite corporate power and authority and has taken all corporate action necessary to execute, deliver and perform its covenants and obligations under this Agreement in accordance with the terms hereof and to perform its obligations hereunder and to satisfy its obligations under this Agreement. No other corporate action by Parent or the Company or vote of holders of any class of the capital stock of Parent or the Company is necessary to approve and adopt this Agreement and to satisfy its obligations under this Agreement. This Agreement has been duly executed and delivered by Parent and the Company and, assuming the due authorization, execution and delivery by Stockholder, this Agreement constitutes a legal, valid and binding obligation of Parent and the Company, respectively, enforceable against Parent and the Company, respectively, in accordance with its terms, subject to the Bankruptcy and Equity Exception.

4.2 No Violation. The execution, delivery and performance of this Agreement by Parent and the Company do not and will not (a) require any consent, approval, order, license, authorization or permit of, action by, filing, registration or declaration with or notification to, any Governmental Authority or any other Person, except for applicable requirements of the Exchange Act, "blue sky" Laws, CFIUS, the HSR Act, any applicable non-U.S. competition, antitrust or investment Laws, filing and recordation of appropriate merger documents as required by the DGCL and except where failure to obtain such consents, approvals, authorizations, waivers or permits, or to make such filings or notifications that are not, individually or in the aggregate, reasonably likely to delay, prevent or have a material adverse effect on Parent or the Company's ability to satisfy its obligations under this Agreement, (b) conflict with or result in any violation or breach of any provision of the certificate of incorporation or bylaws of the Company or the similar organizational documents of Parent or any of its Subsidiaries, (c) conflict with or result in a violation or breach of any applicable Law, (d) require any consent by any Person under, constitute a default, or an event that, with or without notice or lapse of time or both, would constitute a default under, or cause or permit the termination, cancellation or acceleration of any right or obligation or the loss of any benefit to which Parent or the Company and any of its Subsidiaries are entitled, under any Contract binding upon Parent or the Company or any of its Subsidiaries, or to which any of their respective properties, rights or other assets are subject, except in the case of clause (d), any such violation, breach, conflict, default, termination, acceleration, cancellation or loss that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect or Parent Material Adverse Effect, as applicable.

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4.3 Parent Partnership Interests Duly Authorized; Capitalization. All of the Parent Partnership Interests to be issued to Stockholder under this Agreement, when issued and delivered in accordance with the terms of this Agreement at the Rollover Closing, will be duly authorized, validly issued and free and clear of any Liens (other than restrictions under the Securities Act and applicable state securities laws). All of the outstanding partnership interests of Parent have been, and after the Closing will be, duly authorized and were issued in compliance with all applicable federal and state securities laws. As of the Rollover Closing, except to the extent set forth in the Partnership Agreement, there shall be no statutory or contractual preemptive rights, rights of first refusal or similar restrictions with respect to the issuance of the Parent Partnership Interests.

5. Appraisal Rights. To the fullest extent permitted by applicable Law, Stockholder hereby unconditionally and irrevocably waives, and shall cause to be waived, any rights of appraisal or rights to dissent from the Merger or the other transactions contemplated by the Merger that Stockholder may have under applicable Law.

6. Survival. The representations, warranties, covenants and agreements of the parties contained in this Agreement shall not survive the Effective Time.

7. Miscellaneous.

7.1 Term. Notwithstanding any other provision of this Agreement or any other agreement, this Agreement and all obligations hereunder shall terminate automatically, without any notice or other action by any Person, and cease to have any force or effect upon the earliest to occur of (a) the Effective Time, (b) the valid termination of the Merger Agreement in accordance with its terms and (c) such date and time as any amendment or change to the Merger Agreement is effected without the Stockholder's consent that (A) decreases the amount, or changes the form, of consideration payable to in respect of the Shares pursuant to the terms of the Merger Agreement, or that imposes conditions to the receipt of such consideration or (B) otherwise amends the Merger Agreement in a manner materially adverse to the Stockholder (the earliest date, the "Termination Date"). Upon termination of this Agreement, this Agreement shall forthwith become void and have no effect and no party shall have any further obligations or liabilities under this Agreement; provided, however, that (x) nothing set forth in this Section 7.1 shall relieve any party from liability for any willful and material breach of this Agreement prior to termination hereof and (y) the provisions of this Section 7 shall survive any valid termination of this Agreement in accordance with Section 7.1.

7.2 Fiduciary Duties. Notwithstanding anything in this Agreement to the contrary: (a) Stockholder makes no agreement or understanding herein in any capacity other than in Stockholder's capacity as a record holder and Beneficial Owner of Securities, and (b) nothing herein will be construed to limit or affect any action or inaction by Stockholder or any Representative of Stockholder, as applicable, serving on the Company Board or on the board of directors of any Subsidiary of the Company or as an officer of the Company or any of Subsidiary of the Company, acting in such Person's capacity as a director or officer of the Company or any Subsidiary of the Company, and any such action shall not constitute a breach of this Agreement.

7.3 Amendment and Waiver. Subject to the provisions of applicable Law, at any time prior to the Effective Time, this Agreement may be amended, modified or waived if, and only if, such amendment, modification or waiver is in writing and signed, in the case of an amendment or modification by the parties hereto, or in the case of a waiver, by the party against whom the waiver is to be effective and by Searchlight and ABRY (as a third party beneficiary hereunder). The conditions to each of the respective parties' obligations contemplated by this Agreement are for the sole benefit of such party and may be waived by such party in whole or in part to the extent permitted by applicable Law. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

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7.4 Costs and Expenses. Each party shall bear its own costs and expenses (including all legal, accounting, audit, due diligence and other out-of-pocket expenses) incurred in connection with this Agreement and the transactions contemplated hereby, whether or not the Merger is consummated.

7.5 Entire Agreement; Third Party Beneficiaries. This Agreement and the Merger Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. The parties hereby agree that their respective representations, warranties and covenants set forth herein are solely for the benefit of the other parties, in accordance with and subject to the terms of this Agreement, and this Agreement is not intended to, and does not, confer upon any Person other than the parties any rights or remedies hereunder, including the right to rely upon the representations and warranties set forth herein; provided that Searchlight and ABRY shall be a third party beneficiary hereunder, provided further that the Company shall be a third party beneficiary with respect to Section 2.3.

7.6 Assignments. No party may assign either this Agreement or any of its rights, interests or obligations under this Agreement without the prior written approval of the other parties and of Searchlight and ABRY (as a third party beneficiary hereunder); provided, however, that Stockholder may assign its rights and obligations without such prior written approval solely in connection with a Transfer of Shares permitted under, and effected in compliance with, the second sentence of Section 2.1. Subject to the preceding sentence, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns. No assignment, to the extent permitted hereunder, by any party will relieve such party of any of its obligations under this Agreement. Any purported assignment in violation of this Agreement is void.

7.7 Execution in Counterparts. This Agreement and any amendments to this Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or by email of a .pdf attachment shall be effective as delivery of a manually executed counterpart of this Agreement.

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7.8 Notices. All notices, requests, instructions or other communications to be given or made hereunder by any party to the other parties to this Agreement shall be in writing and (a) served by personal delivery by hand upon the party for whom it is intended, (b) served by an internationally-recognized overnight courier service upon the party for whom it is intended, (c) delivered by registered or certified mail, return receipt requested or (d) sent by email:

if to Company, to:

KORE Group Holdings, Inc.  
1155 Perimeter Center West, 11th Floor  
Atlanta, GA 30338  
Attention: Jack W. Kennedy Jr.; Anthony Bellomo

with a copy to:

Troutman Pepper Locke LLP  
600 Peachtree Street NE, Suite 3000  
Atlanta, Georgia 30308  
Attention: Paul Davis Fancher; Coburn R. Beck

if to Stockholder, to:

Terrdian Holdings Inc.  
Attention: Terence Jarman

if to Parent, to:

c/o Searchlight Capital Partners, L.P.  
745 Fifth Avenue, 27th Floor  
New York, New York 10151  
Attention: Nadir Nurmohamed

with a copy to:

Wachtell, Lipton, Rosen & Katz  
51 West 52nd Street  
New York, NY 10019  
Attention: Steven A. Cohen

or to such other Person or addressees as has or have been designated in writing by the party to receive such notice provided above. Any notice, request, instruction or other communications or document given as provided above shall be deemed given to the receiving party (w) upon actual receipt, if delivered personally, (x) on the next Business Day after deposit with an overnight courier, if sent by an overnight courier, (y) three Business Days after deposit in the mail, if sent by registered or certified mail or (z) when transmitted by email (so long as no notice of failure of delivery is received by the sender). Copies to outside counsel are for convenience only and failure to provide a copy to outside counsel does not alter the effectiveness of any notice, request, instruction or other communication otherwise given in accordance with this Section 7.8. Rejection or other refusal to accept, or the inability to deliver because of changed address or other details of which no notice is given, will be deemed to be receipt of any notice pursuant to this Section 7.8 as of the date of rejection, refusal or inability to deliver.

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#### 7.9 Governing Law and Venue; Waiver of Jury Trial; Specific Performance

(a) This Agreement and any claim, cause of action or Action (whether at law, in contract or in tort) that may directly or indirectly be based upon, relate to or arise out of this Agreement or any transaction contemplated hereby, or the negotiation, execution or performance hereunder shall be governed by, and construed and enforced in accordance with, the Laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware. In addition, each of the parties (i) irrevocably and unconditionally submits to the personal jurisdiction and exclusive venue of the Chosen Courts, in the event of any claim, action or proceeding between the parties (whether in contract, tort or otherwise) arises out of or relating to this Agreement or the transactions contemplated hereby, (ii) expressly waives any claim of lack of personal jurisdiction or improper venue and any claims that such courts are an inconvenient forum with respect to such a claim and (iii) agrees that it shall not bring any claim, action or proceeding against any other Parties arising out of or relating to this Agreement or the transactions contemplated hereby in any court other than the Chosen Courts and that a final judgment in any legal proceeding in the Chosen Courts will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law, and (iv) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from the Chosen Courts. Each party hereby irrevocably consents to the service of process of any of the aforementioned courts in any such suit, action or proceeding by the mailing of copies thereof by registered or certified mail or by overnight courier service, postage prepaid, to its address set forth in Section 7.8, such service to become effective 10 days after such mailing. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE PURSUANT TO THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM, ACTION OR PROCEEDING (WHETHER IN CONTRACT, TORT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING ANY LEGAL ACTION AGAINST ANY FINANCING SOURCE ARISING OUT OF OR RELATED TO THE DEBT FINANCING. EACH PARTY (i) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (ii) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.9, (1) UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, AND (2) MAKES THIS WAIVER VOLUNTARILY.

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(b) The parties acknowledge and agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that any party does not perform any of the provisions of this Agreement (including failing to take such actions as are required of it hereunder to consummate the transactions contemplated by this Agreement) in accordance with their specific terms or otherwise breach or threaten to breach any such provisions. It is accordingly agreed that, at any time prior to the valid termination of this Agreement pursuant to Section 7.1, subject to the limitations set forth therein and in this Section 7.9, the parties shall be entitled to an injunction or injunctions, specific performance and other equitable relief to prevent breaches or threatened breaches of this Agreement in any court referred to in Section 7.9(a) without proof of actual damages (and each party hereby waives any requirement for the securing or posting of any bond in connection with such remedy), this being in addition to any other remedy to which they are entitled at law or in equity. The parties further agree not to assert that a remedy of specific enforcement is unenforceable, invalid, contrary to Law or inequitable or not appropriate on the basis that a remedy of monetary damages would provide an adequate remedy for any such breach. Under no circumstances will either party be permitted or entitled to receive both specific performance that results in the occurrence of the Closing and any monetary damages.

7.10 Further Assurances. The parties to this Agreement agree to execute and deliver all further instruments and use its reasonable efforts to take such further actions as reasonably necessary to perform its obligations under this Agreement, as any other party to this Agreement may, from time to time, reasonably request in order to effectuate the purposes and to carry out the terms of this Agreement.

7.11 Interpretation. (a) The table of contents and headings herein are for convenience of reference only, do not constitute part of this Agreement and

shall not be deemed to limit or otherwise affect any of the provisions hereof. Where a reference in this Agreement is made to a Section or Exhibit, such reference shall be to a Section of or Exhibit to this Agreement unless otherwise indicated. (b) If a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb). Unless the context of this Agreement clearly requires otherwise, words importing the masculine gender shall include the feminine and neutral genders and vice versa, and the definitions of terms contained in this Agreement are applicable to the singular as well as the plural forms of such terms. The words "includes" or "including" shall mean "including without limitation," the words "hereof," "hereby," "herein," "hereunder" and similar terms in this Agreement shall refer to this Agreement as a whole and not any particular section or Article in which such words appear, the word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends and such phrase shall not mean simply "if," any reference to a Law shall include any rules and regulations promulgated thereunder, and any reference to any Law in any representation or warranty in this Agreement shall mean such Law as in effect as of the date of this Agreement (or if such representation or warranty expressly speaks as of a particular date or period of time, then as of such particular date or period of time). Each reference to a "wholly-owned Subsidiary" or "wholly-owned Subsidiaries" of a Person shall be deemed to include any Subsidiary of such Person where all of the equity interests of such Subsidiary are directly or indirectly owned by such Person (other than directors qualifying shares, nominee shares or other equity interests that are required by Law or regulation to be held by a director or nominee). The word "or" shall not be exclusive. The phrase "ordinary course" or "ordinary course of business" (or similar references) means "ordinary course of business consistent with past practice." The word "will" shall be construed to have the same meaning and effect as the word "shall." "Writing," "written" and comparable terms refer to printing, typing, and other means of reproducing in a visible form. Any reference to any particular Code section or any other Law will be interpreted to include any revision of or successor to that section regardless of how it is numbered or classified. The term "parties" means Company, Parent and Stockholder, and "party" means either of them. (c) The parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

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7.12 **Relationship of Parties.** Nothing contained herein shall establish any fiduciary, partnership, joint venture or similar relationship between or among the parties hereto except to the extent otherwise expressly stated herein or therein.

7.13 **Severability.** The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application of such provision to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application of such provision, in any other jurisdiction.

[Signature page follows.]

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IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

**KORE GROUP HOLDINGS, INC.**

By: /s/Jack W. Kennedy Jr.  
Name: Jack W. Kennedy Jr.  
Title: EVP, Chief Legal Officer & Secretary

**STOCKHOLDER:**

TERRDIAN HOLDINGS INC.

By: /s/Terence Jarman  
Name: Terence Jarman  
Title: Managing Director

[Signature Page to Rollover, Voting and Support Agreement]

**PARENT:**

KONA PARENT, L.P.  
By: KONA Parent GP, LLC, its general partner

By: /s/Andrew Frey  
Name: Andrew Frey  
Title: Authorized Person

[Signature Page to Rollover, Voting and Support Agreement]

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**Exhibit A**  
Securities

	<u>Number of Securities</u>	<u>Dates of Acquisition</u> <u>During Past Three Years</u> <u>(if any)</u>
<u>Terrdian Holdings Inc.</u>		
<u>Number of Existing Common Shares</u>	1,163,205	See <u>Schedule 1</u> , below.

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