

---

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

---

**FORM S-8  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933**

---

**KORE GROUP HOLDINGS, INC.**

(Exact name of registrant as specified in its charter)

---

**Delaware**  
(State or other jurisdiction of  
incorporation or organization)  
  
**3 Ravinia Drive NE, Suite 500**  
**Atlanta, GA**  
(Address of Principal Executive Offices)

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

**30346**  
(Zip Code)

**Non-Plan Restricted Stock Unit Awards**  
(Full title of the plan)  
**Jack W. Kennedy Jr.**  
**Executive Vice President, Chief Legal Officer, and Secretary**  
**3 Ravinia Drive NE, Suite 500**  
**Atlanta, GA 30346**  
**(877) 710-5673**  
(Name, address and telephone number, including area code, of agent for service)

*Copy to:*  
**Paul Davis Fancher**  
**Troutman Pepper Locke LLP**  
**600 Peachtree Street, N.E. Suite 3000**  
**Atlanta, GA 30308**  
**Tel: (404) 885-3000**

---

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

Large accelerated filer  
Non-accelerated filer

☐  
☒

Accelerated filer  
Smaller reporting company  
Emerging growth company

☐  
☒  
☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

---

## EXPLANATORY NOTE

KORE Group Holdings, Inc. (the “Company”) hereby files this Registration Statement on Form S-8 (the “Registration Statement”) to register under the Securities Act of 1933, as amended (the “Securities Act”), a total of 393,967 shares of common stock, \$0.0001 par value per share, of the Company (the “Common Stock”). Such shares consist of shares that may be issued upon the settlement of awards of restricted stock units (assuming the maximum level of performance under such award was achieved), granted to employees of the Company to induce each such individual to accept employment with the Company (collectively, the “Inducement Awards”).

The Inducement Awards were granted outside of the KORE Group Holdings, Inc. 2021 Long-Term Stock Incentive Plan. The Inducement Awards were approved by the Company’s Compensation Committee in compliance with, and in reliance on, NYSE Listed Company Manual Rule 303A.08, which exempts employment inducement grants from the general requirement of the NYSE rules that equity-based compensation plans and arrangements be approved by stockholders.

On July 1, 2024, the Company effected a reverse stock split of its Common Stock at a ratio of 1-for-5 (the “Reverse Stock Split”). The information in the foregoing paragraphs gives effect to the Reverse Stock Split.

## PART I INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

### Item 1. Plan Information.

The documents containing the information specified in Part I have been or will be delivered to the recipients of the Inducement Awards in accordance with Rule 428(b) under the Securities Act. Such documents are not required to be, and are not, filed with the Securities and Exchange Commission (the “Commission”), either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 under the Securities Act. These documents, and the documents incorporated by reference in this Registration Statement pursuant to Item 3 of Part II of this Form S-8, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

### Item 2. Registrant Information and Employee Plan Annual Information.

The written statement required by Item 2 of Part I is included in documents that have been or will be delivered to the recipients of the Inducement Awards covered by this Registration Statement pursuant to Rule 428(b) of the Securities Act.

**PART II**  
**INFORMATION REQUIRED IN THE REGISTRATION STATEMENT**

**Item 3. Incorporation of Documents by Reference.**

The following documents, which have been filed by the Company with the Commission, are incorporated in this Registration Statement by reference:

- (a) The Company's Annual Report on Form 10-K for the year ended December 31, 2024, filed with the Commission on April 30, 2025;
- (b) The Company's Definitive Proxy Statement on Schedule 14A, filed with the Commission on April 30, 2025 (to the extent specifically incorporated by reference into Company's Annual Report on Form 10-K for the year ended December 31, 2024);
- (c) The Company's Current Reports on Form 8-K filed with the Commission on January 28, 2025 and April 22, 2025; and
- (d) The description of the Company's Common Stock included in Exhibit 4.6 to the Company's Annual Report on [Form 10-K](#) for the year ended December 31, 2024, filed with the Commission on April 30, 2025, including any amendments or reports filed for the purpose of updating such description.

All reports and other documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act (other than Current Reports on Form 8-K furnished pursuant to Item 2.02 or Item 7.01 of Form 8-K, including any exhibits included with such information that are related to such items) after the date of this Registration Statement, but prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference herein and to be a part hereof from the date of filing of such documents; provided, however, that documents or information deemed to have been furnished and not filed in accordance with the rules of the Commission shall not be deemed incorporated by reference into this Registration Statement.

Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

**Item 4. Description of Securities.**

Not applicable.

**Item 5. Interests of Named Experts and Counsel.**

Not applicable.

**Item 6. Indemnification of Directors and Officers.**

Subsection (a) of Section 145 of the General Corporation Law of the State of Delaware (the "DGCL", and such section, "Section 145") empowers a corporation to indemnify any person who was or is a party or who is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in

settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful.

Subsection (b) of Section 145 empowers a corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person acted in any of the capacities set forth above, against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 145 further provides that to the extent a director or officer of a corporation has been successful on the merits or otherwise in the defense of any action, suit or proceeding referred to in subsections (a) and (b) of Section 145, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith; that indemnification provided for by Section 145 shall not be deemed exclusive of any other rights to which the indemnified party may be entitled; and the indemnification provided for by Section 145 shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of such person's heirs, executors and administrators. Section 145 also empowers the corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the corporation would have the power to indemnify such person against such liabilities under Section 145.

Section 102(b)(7) of the DGCL provides that a corporation's certificate of incorporation may contain a provision eliminating or limiting the personal liability of a director or officer to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director or officer, provided that such provision shall not eliminate or limit the liability of (i) a director or officer for any breach of the director's or officer's duty of loyalty to the corporation or its stockholders, (ii) a director or officer for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) a director under Section 174 of the DGCL (regarding, among other things, the payment of unlawful dividends or unlawful stock purchases or redemptions), (iv) a director or officer for any transaction from which the director or officer derived an improper personal benefit, or (v) an officer in any action by or in the right of the corporation.

As permitted by the DGCL, the Company's certificate of incorporation limits the liability of its directors to the fullest extent permitted by the DGCL, and the Company's certificate of incorporation and bylaws each provide that the Company will indemnify them to the fullest extent permitted by such law. The Company has entered into and expects to continue to enter into agreements to indemnify its directors and officers (including executive officers and other employees) as determined by the Company's board of directors. Under the terms of such indemnification agreements, the Company is required to indemnify each of its directors and officers, to the fullest extent permitted by the laws of the state of Delaware, if the basis of the indemnitee's involvement was by reason of the fact that the indemnitee is or was the Company's director or officer or was serving at the Company's request in an official capacity for another entity. The Company must indemnify its officers and directors against all direct and indirect costs, fees and expenses of any type or nature whatsoever, including all other disbursements, obligations or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be witness in, settlement or appeal of, or otherwise participating in any

threatened, pending or completed action, suit, claim, counterclaim, cross claim, arbitration, mediation, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding. The indemnification agreements also require the Company to advance, to the extent not prohibited by law, all direct and indirect costs, fees and expenses that such director or officer incurred, provided that such person will return any such advance if it is ultimately determined that such person is not entitled to indemnification by the Company. Any claims for indemnification by the Company's directors and officers may reduce its available funds to satisfy successful third-party claims against the Company and may reduce the amount of money available to the Company.

The indemnification rights set forth above shall not be exclusive of any other right which an indemnified person may have or hereafter acquire under any statute, provision of the Company's certificate of incorporation or bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

The Company will maintain standard policies of insurance that provide coverage (1) to the Company's directors and officers against loss arising from claims made by reason of breach of duty or other wrongful act and (2) to the Company with respect to indemnification payments that the Company may make to such directors and officers.

**Item 7. Exemption from Registration Claimed.**

Not applicable.

**Item 8. Exhibits.**

<b>Exhibit Number</b>	<b>Description</b>
3.1	<a href="#"><u>Amended and Restated Certificate of Incorporation (incorporated by reference to Exhibit 3.1 to the Company's Registration Statement on Form S-1 filed on December 2, 2021)</u></a>
3.2	<a href="#"><u>Certificate of Amendment to the Amended and Restated Certificate of Incorporation (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on June 28, 2024)</u></a>
3.3	<a href="#"><u>Amended and Restated Bylaws (incorporated by reference to Exhibit 3.2 to the Company's Registration Statement on Form S-1 filed on December 2, 2021)</u></a>
5.1	* <a href="#"><u>Opinion of Troutman Pepper Locke LLP</u></a>
23.1	* <a href="#"><u>Consent of BDO USA, P.C., independent registered public accounting firm for KORE Group Holdings, Inc.</u></a>
23.2	* <a href="#"><u>Consent of Troutman Pepper Locke LLP (included in Exhibit 5.1)</u></a>
24.1	* <a href="#"><u>Power of Attorney (included on signature page)</u></a>
99.1	* <a href="#"><u>Form of Inducement Restricted Stock Unit Award Agreement</u></a>
107	* <a href="#"><u>Filing Fee Table</u></a>
*	Filed herewith

**Item 9. Undertakings.**

(a) The undersigned Company hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to the Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Filing Fee Tables" or "Calculation of Registration Fee" table, as applicable, in the effective Registration Statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Company pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Company hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Company's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Company pursuant to the foregoing provisions, or otherwise, the Company has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Company of expenses incurred or paid by a director, officer or controlling person of the Company in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Company will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

**SIGNATURES**

Pursuant to the requirements of the Securities Act, the Company certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Atlanta, Georgia, on May 5, 2025.

**KORE GROUP HOLDINGS, INC.**

**By: /s/ Ronald Totton**

**Name: Ronald Totton**

**Title: President, Chief Executive Officer and Director**

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints Paul Holtz and Jack W. Kennedy, Jr., and each of them individually, as his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for such person and in his or her name, place and stead, in any and all capacities, to sign this Registration Statement and any or all amendments (including post-effective amendments) to the Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof. Without limiting the generality of the foregoing, amendments to this Registration Statement may make such changes in the Registration Statement as such attorneys-in-fact may deem appropriate, and with full power and authority to perform and do any and all acts and things, whatsoever which any such attorney-in-fact or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorneys-in-fact or substitute.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities indicated on May 5, 2025.

<b>Name</b>	<b>Position</b>
<u>/s/ Ronald Totton</u> Ronald Totton	President, Chief Executive Officer and Director (Principal Executive Officer)
<u>/s/ Paul Holtz</u> Paul Holtz	Executive Vice President, Chief Financial Officer and Treasurer (Principal Financial Officer and Principal Accounting Officer)
<u>/s/ Cheemin Bo-Linn</u> Cheemin Bo-Linn	Director
<u>/s/ Timothy M. Donahue</u> Timothy M. Donahue	Director
<u>/s/ H. Paulett Eberhart</u> H. Paulett Eberhart	Director
<u>/s/ Andrew Frey</u> Andrew Frey	Director
<u>/s/ David Fuller</u> David Fuller	Director
<u>/s/ James Geisler</u> James Geisler	Director
<u>/s/ Jay M. Grossman</u> Jay M. Grossman	Director
<u>/s/ Robert P. MacInnis</u> Robert P. MacInnis	Director
<u>/s/ Michael K. Palmer</u> Michael K. Palmer	Director

## Calculation of Filing Fee Tables

**Form S-8**  
(Form Type)

**KORE Group Holdings, Inc.**  
(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered Securities

Security Type	Security Class Title	Fee Calculation Rule <sup>(1)</sup>	Amount Registered <sup>(2)</sup>	Proposed Maximum Offering Price Per Unit <sup>(1)</sup>	Maximum Aggregate Offering Price <sup>(1)</sup>	Fee Rate	Amount of Registration Fee
Equity	Common Stock, par value \$0.0001 per share	Other	393,967	\$2.45	\$965,219.15	0.0001531	\$147.78
<b>Total Offering Amounts</b>					\$965,219.15		\$147.78
<b>Total Fee Offsets</b>							—
<b>Net Fee Due</b>							\$147.78

<sup>(1)</sup> Pursuant to Rules 457(c) and 457(h) under the Securities Act of 1933, as amended (the “Securities Act”), and solely for the purpose of calculating the registration fee, the proposed maximum offering price per share is the average of the high and low prices reported for the registrant’s common stock quoted on the New York Stock Exchange on April 29, 2025.

<sup>(2)</sup> Represents 393,967 shares which may be issued upon the vesting and settlement of restricted stock units, in accordance with the terms of the restricted stock unit award agreements, granted to employees of the Company to induce each such individual to accept employment with the Company pursuant to employment inducement awards within the meaning of NYSE Listed Company Manual Rule 303A.08. Pursuant to Rule 416(a) under the Securities Act, this Registration Statement also covers an indeterminate number of additional shares that become issuable under the aforementioned restricted stock unit award agreements as a result of stock splits, stock dividends or similar transactions.

Troutman Pepper Locke LLP  
600 Peachtree Street NE, Suite 3000  
Atlanta, GA 30308-2216



troutman.com

May 5, 2025

KORE Group Holdings, Inc.  
3 Ravinia Drive NE, Suite 500  
Atlanta, GA 30346

Re: **Registration Statement on Form S-8**

Ladies and Gentlemen:

We have acted as counsel to KORE Group Holdings, Inc., a Delaware corporation (the "Company"), in connection with the Registration Statement on Form S-8 (the "Registration Statement") to be filed with the Securities and Exchange Commission (the "SEC") on or about May 5, 2025, for the purpose of registering under the Securities Act of 1933, as amended (the "Act"), up to 393,967 shares of common stock, \$0.0001 par value per share (the "Shares"), issuable pursuant to restricted stock unit awards granted to employees of the Company to induce each such individual to accept employment with the Company pursuant to employment inducement awards within the meaning of NYSE Listed Company Manual Rule 303A.08 (collectively, the "Inducement Awards").

This opinion is being furnished in accordance with the requirements of Item 8(a) of Form S-8 and Item 601(b)(5)(i) of Regulation S-K.

As counsel for the Company, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such instruments, certificates, records and documents, and have reviewed such questions of law, as we have deemed necessary or appropriate for purposes of this opinion. In such examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to the original documents of all documents submitted as copies and the authenticity of the originals of such latter documents. As to any facts material to our opinion, we have relied upon the aforesaid instruments, certificates, records and documents and inquiries of the Company's representatives.

Based upon the foregoing examination, we are of the opinion that the Shares have been duly authorized and, when issued by the Company in the manner contemplated by the Inducement Awards (assuming that, upon any issuance of the Shares, the total number of shares of common stock issued and outstanding will not exceed the total number of shares of common stock that the Company is then authorized to issue under its Amended and Restated Certificate of Incorporation, as amended), will be validly issued, fully paid and non-assessable.

In expressing the opinion set forth above, no opinion is expressed with respect to the laws of any jurisdiction other than the laws of the State of Delaware. We express no opinion as to the effect of the laws of any other jurisdiction or as to the securities laws of any state (including, without limitation, Delaware), municipal law or the laws of any local agencies within any state, including, without limitation, Delaware.

This opinion is limited to the matters expressly opined on herein, and no opinion may be implied or inferred beyond those expressly stated. This opinion is rendered as of the date hereof, and we make no undertaking and expressly disclaim any duty to supplement or update such opinion, if, after the date hereof, facts or circumstances come to our attention or changes in the law occur which could affect such opinion. This opinion is provided for use solely in connection with the transactions contemplated by the Inducement Awards and may not be used, circulated, quoted or otherwise referred to for any other purpose without our prior express written consent.

We hereby consent to the filing of this opinion or copies thereof as an exhibit to the Registration Statement. In giving this consent, we do not thereby admit that we come within the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the SEC thereunder.

Very truly yours,

/s/ Troutman Pepper Locke LLP

Consent of Independent Registered Public Accounting Firm

We hereby consent to the incorporation by reference in this Registration Statement of our report dated April 30, 2025, relating to the consolidated financial statements of KORE Group Holdings, Inc. (the Company) appearing in the Company's Annual Report on Form 10-K for the year ended December 31, 2024.

/s/ BDO USA, P.C.  
Atlanta, Georgia

May 5, 2025

**KORE GROUP HOLDINGS, INC.  
2021 LONG-TERM STOCK INCENTIVE PLAN**

**RESTRICTED STOCK UNIT AWARD AGREEMENT**

THIS AGREEMENT (the “Agreement”) is effective as of \_\_\_\_\_, 202\_\_ (the “Grant Date”), by and between KORE Group Holdings, Inc., a Delaware corporation (the “Company”), and [●] (the “Grantee”).

The Company has adopted the KORE Group Holdings, Inc. 2021 Long-Term Stock Incentive Plan (as amended, modified or supplemented from time to time, the “Plan”), by this reference made a part hereof, for the benefit of eligible employees, prospective employees, consultants and non-employee directors of the Company or any of its Subsidiaries. Capitalized terms used and not otherwise defined herein shall have the meaning ascribed thereto in the Plan.

Pursuant to the Plan, the Committee, which has been assigned responsibility for administering the Plan, has determined that it would be in the interest of the Company and its stockholders to grant the Restricted Stock Units provided herein in order to provide the Grantee with the potential to earn additional remuneration for services rendered, to induce the Grantee to become employed by the Company, to encourage the Grantee to remain in the employ of, or in service to, the Company or its Subsidiaries and to increase the Grantee’s personal interest in the continued success and progress of the Company.

The Company and the Grantee therefore agree as follows:

1. **Inducement Grant.** The grant of RSUs (defined below) made hereby is made as an inducement grant pursuant to Section 303A.08 of the NYSE Listed Company Manual, subject to the terms and conditions set forth herein and in the Plan. For the avoidance of doubt, this Stock Option is not issued under the Plan and does not reduce the share reserve under the Plan. However, for purposes of interpreting the applicable provisions of such Grant, the terms and conditions of the Plan (other than those applicable to the share reserve) shall govern and apply to such grant as if such grant had actually been made pursuant to the Plan. In the event of any conflict between the provisions in this Agreement and those of the Plan (other than those applicable to the share reserve), the provisions of the Plan shall govern, unless the Committee determines otherwise. Unless otherwise defined herein, capitalized terms in this Agreement shall have the same definitions as set forth in the Plan.

2. **Grant of RSUs.** Pursuant to the Plan and subject further to the terms and conditions herein, the Company and the Grantee enter into this Agreement pursuant to which the Company grants to the Grantee [●] Restricted Stock Units (the “RSUs”), where each RSU represents the right to receive one Share.

3. **Vesting of RSUs.** The RSUs shall vest as follows: [●]

4. **Settlement of RSUs.** Any RSUs that vest pursuant to Section 3 hereof shall be settled as soon as practicable following the applicable Vesting Date, but in no event later than thirty (30) days following such Vesting Date, provided that the Grantee remains continuously employed by or in service to the Company through such settlement. Upon such settlement the Company shall deliver to the Grantee certificates representing the applicable number of Shares or cause the applicable number of Shares to be evidenced in book-entry form in the Grantee's name in the stock register of the Company maintained by the Company's transfer agent.

5. **Termination of Employment or Service.** In the event the Grantee's employment or service with the Company or its Subsidiaries is terminated for any reason (i) prior to the RSUs becoming vested or (ii) prior to the settlement date with respect to any vested RSUs, in each case, the Grantee shall immediately forfeit the right to any settlement without any additional action by the Company or its Subsidiaries, and this Agreement shall be null and void ab initio and of no further force or effect thereafter.

6. **Dividends; Rights as Stockholder.** In the event the Company pays a cash dividend in respect of its outstanding common stock and, on the record date for such dividend, the Grantee holds RSUs that have not vested in accordance with Section 3 and have not been settled in accordance with Section 4, the Company shall credit to an account maintained by the Company for the Grantee's benefit an amount equal to the cash dividends the Grantee would have received if the Grantee had been the holder of record, as of such record date, of the number of Shares related to the portion of the RSUs that have not been settled or forfeited as of such record date; provided that such cash dividends shall not be deemed to be reinvested in Shares and shall be held uninvested and without interest and paid in cash at the same time that the Shares underlying the RSUs or cash equivalent of such RSUs are delivered to the Grantee or, if later, the date on which such cash dividend is paid to the Company's shareholders.

7. **Withholding of Taxes.** The Grantee acknowledges and agrees that the Company shall have the power and the right to deduct or withhold, or require the Grantee to remit to the Company, an amount sufficient to satisfy any federal, state, local and foreign taxes of any kind that the Company, in its good faith discretion, deems necessary to be withheld or remitted to comply with the Code and/or any other applicable law, rule or regulation with respect to the RSUs. With the consent of the Company, the Grantee may satisfy, in whole or in part, the foregoing withholding liability by delivery of Shares owned by the Grantee (which are not subject to any pledge or other security interest and which have been owned by the Grantee for at least six (6) months) with a Fair Market Value equal to such withholding liability or by having the Company withhold from the number of Shares otherwise deliverable to the Grantee with respect to the RSUs a number of Shares with a Fair Market Value equal to such withholding liability as determined by the Company.

8. **Restrictions Imposed by Law.** The Grantee agrees that the Company will not be obligated to deliver any Shares to the Grantee if counsel to the Company determines that such delivery would violate any applicable law or any rule or regulation of any governmental authority or any rule or regulation of, or agreement of the Company with, any securities exchange or association upon which the Shares are listed or quoted. The Company shall in no

event be obligated to take any affirmative action in order to cause the issuance or delivery of Shares to comply with any such law, rule, regulation or agreement.

9. **Assignability.** Except as expressly provided herein, the RSUs are not transferable (voluntarily or involuntarily) other than by will or the laws of descent and distribution and may not otherwise be assigned, pledged, hypothecated or otherwise disposed of and shall not be subject to execution, attachment or similar process. Upon any attempt to effect any such disposition, or upon the levy of any such process, the award provided for herein shall immediately become null and void, and the RSUs shall be immediately forfeited and cancelled therefor for no consideration.

10. **Notice.** Any notice required under this Agreement to be given or delivered to the Company must be in writing and addressed to the Corporate Secretary of the Company at its principal corporate offices. Any notice required to be given or delivered to the Grantee must be in writing and addressed to the Grantee at the address the Grantee designates in writing to the Company.

11. **Grantee Employment or Service.** Nothing contained in this Agreement, and no action of the Company or the Committee with respect hereto, shall confer or be construed to confer on the Grantee any right to continue in the employ or service of the Company or any of its Subsidiaries or interfere in any way with the right of the Company or applicable Subsidiary to terminate the Grantee's employment or service at any time, with or without Cause.

12. **Governing Law.** This Agreement and any claim, controversy, or dispute arising under or related to this Agreement or the relationship of the parties hereto will be governed by and construed in accordance with the internal laws of the State of Delaware (including its statute of limitations), without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws (or statute of limitations) of another jurisdiction.

13. **Construction.** References in this Agreement to "this Agreement" and the words "herein," "hereof," "hereunder" and similar terms include all exhibits and schedules appended hereto, including the Plan. All decisions or administrative interpretations of the Committee upon questions regarding the Plan or this Agreement shall be conclusive. Unless otherwise expressly stated herein, in the event of any inconsistency between the terms of the Plan and this Agreement, the terms of the Plan shall control. The headings of the Sections of this Agreement have been included for convenience of reference only, are not to be considered a part hereof and shall in no way modify or restrict any of the terms or provisions hereof.

14. **Duplicate Originals.** The Company and the Grantee may execute any number of copies of this Agreement. Each executed copy shall be an original, but all of them together represent the same agreement.

15. **Rules by Committee.** The rights of the Grantee and obligations of the Company hereunder shall be subject to such reasonable rules and regulations as the Committee may adopt from time to time hereafter.

16. **Entire Agreement.** The Grantee and the Company hereby declare and represent that no promise or agreement not herein expressed has been made and that this Agreement contains the entire agreement between the parties hereto with respect to the RSUs and replaces and makes null and void any prior agreements, oral or written, between the Grantee and the Company with respect to the RSUs.

17. **Section 409A of the Code.**

(a) The RSUs granted pursuant to this Agreement are intended to be exempt from the applicable requirements of Section 409A of the Code and the regulations and guidance promulgated thereunder (collectively, “Code Section 409A”), and accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance therewith.

(b) Nevertheless, to the extent that the Company determines that the RSUs may not be exempt from Code Section 409A, and if the Grantee is deemed to be, on the date of termination of the Grantee’s employment or service, a “specified employee” within the meaning of that term under Code Section 409A(a)(2)(B), then to the extent necessary to prevent any accelerated or additional tax under Code Section 409A, the settlement and/or payment of the Grantee’s vested RSUs will be delayed until the earlier of (a) the date that is six (6) months following the Grantee’s separation from service and (b) the Grantee’s death. The Company and its Subsidiaries make no representation that the RSUs are exempt from or compliant with Code Section 409A and in no event will the Company or any of its Subsidiaries be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Grantee on account of non-compliance with Code Section 409A.

(c) For purposes of Code Section 409A, the Grantee’s right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments. Whenever a payment under this Agreement specifies a payment period with reference to a number of days, the actual date of payment within the specified period shall be within the sole discretion of the Company.

18. **Forfeiture and Clawback Provisions.** Notwithstanding any other provision in this Agreement, all RSUs (including any proceeds, gains or other economic benefit actually or constructively received with respect thereto) shall, unless otherwise determined by the Committee or required by applicable law, be subject to the provisions of any clawback policy implemented by the Company or otherwise required by applicable law, whether or not such clawback policy was in place at the Grant Date and whether or not the RSUs are vested.

19. **Restrictive Covenants.** All outstanding RSUs that have not been settled shall be automatically forfeited to the extent the Grantee violates any noncompetition, nonsolicitation, or any other restrictive covenants that may be contained in any employment or service agreement, restrictive covenant agreement, or any other agreement between the Company or any of its Subsidiaries and the Grantee, whether entered into prior to, on, or following the Grant Date, and the Grantee hereby reaffirms all such obligations.

20. **Severability.** In the event that any provision of this Agreement is deemed to be illegal or invalid for any reason, said illegality or invalidity will not affect the remaining parts hereof, but this Agreement will be construed and enforced as if such illegal and invalid provision never existed.

21. **Blackout Periods.** If the Grantee is subject to any Company “blackout” policy or other trading restriction imposed by the Company on the date such distribution would otherwise be made, such distribution will be instead made on the earlier of (i) the date that the Grantee is not subject to any such policy or restriction and (ii) the later of (A) the end of the calendar year in which such distribution would otherwise have been made and (B) a date that is immediately prior to the expiration of two and one-half (2.5) months following the date such distribution would otherwise have been made hereunder.

22. **Lock-Up Agreement.** As a condition to the grant of the RSUs, the Grantee acknowledges and agrees the Grantee will become a party to the Investors Rights Agreement (as defined in the Merger Agreement), which will, among other things, restrict the Grantee’s ability to sell, contract to sell, grant any option to purchase, transfer the economic risk of ownership in, make any short sale of, pledge or otherwise transfer or dispose of, any interest in any of the Company’s common stock or any securities convertible into, derivative of, or exchangeable or exercisable for, or any other rights to purchase or acquire the Company’s common stock for a period of twelve (12) months following the Closing Date. The Grantee further agree to sign such other documents as may be required by the Company to effect the foregoing and agree that the Company may impose stop-transfer instructions with respect to the Company’s common stock acquired in respect of the RSUs, and if the Grantee does not sign the Investors Rights Agreement or such other documents as requested by the Company, the Company may refuse to issue or transfer any Shares to the Grantee.

23. **Grantee Acceptance.** The Grantee shall signify acceptance of the terms and conditions of this Agreement by executing this Agreement and returning an executed copy to the Company.

**[Signature Page Follows]**

**KORE GROUP HOLDINGS, INC.**

By:  
Name:  
Title:

ACCEPTED:

Grantee

Signature Page  
to  
Restricted Stock Unit Award Agreement