

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): September 3, 2021

INSEEGO CORP.  
(Exact Name of Registrant as Specified in its Charter)

Delaware  
(State or other jurisdiction  
of incorporation)

001-38358  
(Commission  
file number)

81-3377646  
(IRS Employer  
Identification No.)

12600 Deerfield Parkway, Suite 100  
Alpharetta, Georgia 30004  
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (858) 812-3400

Not Applicable  
(Former Name, or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing 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 (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.001 per share	INSG	NASDAQ Global Select Market

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.

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**Item 1.01 Entry into a Material Definitive Agreement.***Series E Preferred Stock Exchanges*

On September 3, 2021, Inseego Corp. (the “Company”) entered into separate privately-negotiated exchange agreements (each, an “Exchange Agreement”) with Golden Harbor Ltd. and North Sound Trading, L.P. (the “Participating Stockholders”), holders of the Company’s outstanding Series E Fixed-Rate Cumulative Perpetual Preferred Stock, par value \$0.001 per share (the “Series E Preferred Stock”). Pursuant to each respective Exchange Agreement, each of the Participating Stockholders agreed to exchange Series E Preferred Stock that they currently hold (representing an aggregate of \$13,180,539 base amount of Series E Preferred Stock and accrued dividends) for an aggregate of 1,525,207 shares of Common Stock, par value \$0.001 (“Common Stock”), of the Company (the “Private Exchange Transactions”). The Company did not receive any cash proceeds from the Participating Stockholders in connection with the Private Exchange Transactions. James B. Avery, a member of the Company’s Board of Directors, is a Vice President of Golden Harbor Ltd

In connection with the Private Exchange Transactions, the Company agreed to file a registration statement with the Securities and Exchange Commission, promptly following the date that is 90 days after the closing date of the Private Exchange Transactions, in order to effect a registration for the resale by the Participating Stockholders of the shares of Common Stock exchanged through the Private Exchange Transactions.

The foregoing descriptions of the Exchange Agreements do not purport to be complete and are qualified in their entirety by the full text of the form of Exchange Agreement that is filed as Exhibit 1.2 to this Current Report on Form 8-K and is incorporated herein by reference.

**Item 3.02 Unregistered Sales of Equity Securities.**

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference into this Item 3.02 in its entirety. The Common Stock will be exchanged with the Participating Stockholders pursuant to Exchange Agreements dated September 3, 2021 in a transaction exempt from registration under the Securities Act of 1933, as amended (the “Securities Act”). The Participating Stockholders represented that they were each an “accredited investor” and were each acquiring the securities for investment only and not with a view towards, or for resale in connection with, the public sale or distribution thereof. Accordingly, the securities have not been registered under the Securities Act and they may not be offered or sold in the United States absent registration or an exemption from registration under the Securities Act and any applicable state securities laws. Neither this Current Report on Form 8-K nor the exhibits attached hereto is an offer to sell or the solicitation of an offer to buy shares of Common Stock or any other securities of the Company.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

- 1.2 [Form of Exchange Agreement, dated September 3, between Inseego Corp. and certain investors holding the Company’s Series E Fixed-Rate Cumulative Perpetual Preferred Stock.](#)
- 104 Cover Page Interactive Data File (embedded within the Inline XBRL document).

**SIGNATURES**

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.

**INSEEGO CORP.**

Date: September 3, 2021

By: /s/ Kurt Scheuerman  
Name: Kurt Scheuerman

**EXCHANGE AGREEMENT**

This Exchange Agreement (this “Agreement”) is made and entered into as of [•], 2021, by and between [•], a (the “Stockholder”), and Inseego Corp., a Delaware corporation (the “Company”).

**RECITALS**

**WHEREAS**, the Stockholder is the beneficial owner of shares of the Company’s Fixed-Rate Cumulative Perpetual Preferred Stock, Series E, par value \$0.001 per share (the “Series E Preferred”);

**WHEREAS**, subject to the terms and conditions set forth herein, the Company and the Stockholder desire to exchange the number of shares of Series E Preferred set forth on Exhibit A hereto (the “Exchange Shares”) for the number of shares of the Company’s Common Stock, par value \$0.001 per share (the “Common Stock”) set forth on Exhibit A (the “New Shares”), pursuant to a private placement exemption under the Securities Act of 1933, as amended (the “Securities Act”); and

**NOW, THEREFORE**, in consideration of the premises and the agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE I**  
**Exchange**

Section 1.01 Exchange. Upon the terms and subject to the conditions set forth in this Agreement, the Stockholder shall surrender the Exchange Shares to the Company for cancellation, and the Company shall issue the New Shares to the Stockholder. Upon cancellation of the Exchange Shares, and issuance of the New Shares, as described below, the Stockholder hereby releases all claims arising out of or related to the Exchange Shares, including, but not limited to, any accrued and unpaid dividends payable with respect to the Exchange Shares. On the Closing Date (as defined below), the following transactions shall occur (collectively, the “Exchange”):

(a) the Stockholder shall deliver stock certificates evidencing the Exchange Shares, free and clear of all encumbrances, duly endorsed in blank or accompanied by stock powers or other instruments of transfer duly executed in blank, with all required stock transfer tax stamps affixed thereto, and the Company shall cancel the Exchange Shares upon receipt, thereby reducing the outstanding number of shares of Series E Preferred;

(b) the Company shall cause the Company’s transfer agent to deliver the New Shares to the Stockholder in certificated form or to the Stockholder’s DTC account(s) through the DWAC facilities set forth opposite the Stockholder’s name on Exhibit B hereto, against delivery of the Exchange Shares pursuant to subsection (a) above.

Section 1.02 Closing.

(a) The closing of the Exchange (the “Closing”) will take place at the offices of Paul Hastings LLP, 4747 Executive Drive, Twelfth Floor, San Diego, CA 92121, or such other location as may be agreed upon by the parties, at such time and place as may be agreed upon by the parties (the “Closing Date”).

(b) The obligations of the Stockholder to deliver (or cause to be delivered) the Exchange Shares is subject to the following conditions: (i) the representations and warranties of the Company as set forth in Article III shall be true and correct and (ii) no litigation, statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by or in any court or governmental authority of competent jurisdiction or any self-regulatory organization having authority over the matters contemplated hereby which prohibits the consummation of any of the transactions contemplated by this Agreement.

(c) The obligations of the Company to deliver the New Shares is subject to: (i) the Stockholder properly delivering the Exchange Shares for cancellation; (ii) the representations and warranties of the Stockholder as set forth in Article II shall be true and correct; and (iii) no litigation, statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by or in any court or governmental authority of competent jurisdiction or any self-regulatory organization having authority over the matters contemplated hereby which prohibits the consummation of any of the transactions contemplated by this Agreement.

## **ARTICLE II**

### **Representations, Warranties and Covenants of the Stockholder**

The Stockholder represents and warrants to, and agrees with, the Company as set forth below in this Article II, as of the date hereof and as of the Closing, each of which is being relied upon by the Company, as the case may be, as a material inducement to enter into and perform this Agreement:

#### Section 2.01 Existence and Power.

(a) The Stockholder is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and has all requisite entity power and authority to carry out the transactions contemplated hereby in accordance with the terms hereof.

(b) Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby by the Stockholder (i) will contravene any formation documents of the Stockholder, (ii) will constitute a violation of or a default under, or conflict with or require a filing with, or consent, approval or authorization under, any contract, commitment, agreement, understanding, arrangement, restriction, law, statute, rule, regulation, judgment, order, injunction, suit, action or proceeding of any kind to which the Stockholder is a party or by which the Stockholder or any of its assets are bound, or (iii) will require the Stockholder to make any filing to any governmental or quasi-governmental authority.

Section 2.02 Valid and Enforceable Agreement; Authorization. The execution, delivery and performance by the Stockholder of this Agreement has been duly authorized by all requisite entity action. This Agreement constitutes the legal, valid and binding obligation of the Stockholder, enforceable against the Stockholder in accordance with its terms, subject, as to enforcement of remedies, to bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights and remedies of creditors generally and to the effect of general principles of equity.

Section 2.03 Title to Exchange Shares. The Stockholder is the sole beneficial owner of and, at the Closing, will be the sole legal and beneficial owner of the Exchange Shares. The Stockholder has good, valid and marketable title to the Exchange Shares, free and clear of any mortgage, lien, pledge, charge, security interest, encumbrance, title retention agreement, option, equity or other adverse claim thereto created by the Stockholder, other than pledges or security interests that the Stockholder may have created in favor of a prime broker under and in accordance with its prime brokerage agreement with such broker, which will be terminated in connection with Closing. The Stockholder has not, in whole or in part (except as described in the preceding sentence), (a) assigned, transferred, hypothecated, pledged or otherwise disposed of the Exchange Shares or its rights in the Exchange Shares, or (b) given any person or entity any transfer order, power of attorney or other authority of any nature whatsoever with respect to the Exchange Shares.

Section 2.04 Reliance on Exemptions. The Stockholder acknowledges that the New Shares are being offered and exchanged in reliance on specific exemptions from the registration requirements of United States federal and state securities laws and that the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings of the Stockholder set forth herein in order to determine the availability of such exemptions and the eligibility of the Stockholder to acquire the New Shares.

Section 2.05 Purchase Entirely for Own Account. The New Shares to be received by the Stockholder hereunder will be acquired for the Stockholder's own account, not as nominee or agent, and not with a view to the resale or distribution of any part thereof in violation of the Securities Act; provided, however, that by making the representations herein, the Stockholder does not agree to hold any of the New Shares for any minimum period of time and reserves the right, subject to the provisions of this Agreement, at all times to sell or otherwise dispose of all or any part of such New Shares pursuant to an effective registration statement under the Securities Act or under an exemption from such registration and in compliance with applicable federal and state securities laws. The Stockholder is acquiring the New Shares hereunder in the ordinary course of its business. The Stockholder does not presently have any agreement or understanding, directly or indirectly with any person to distribute or effect any distribution of the New Shares to or through any person or entity. The Stockholder is not, nor is any affiliate of the Stockholder, a broker-dealer registered with the SEC under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or an entity engaged in business that would require it to be so registered.

Section 2.06 Investment Experience. The Stockholder understands that the purchase of the New Shares involves a substantial risk and acknowledges that it can bear the economic risk and complete loss of its investment in the New Shares and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of transactions contemplated hereby.

Section 2.07 Disclosure of Information. The Stockholder has had an opportunity to receive, review and understand all information related to the Company requested by it and to ask questions of and receive answers from the Company regarding the Company, its business and the terms and conditions of the New Shares, and has conducted and completed its own independent due diligence. The Stockholder acknowledges that no officer, director, attorney, broker-dealer, placement agent, finder or other person affiliated with the Company has given the Stockholder any information or made any representations, oral or written, other than as expressly provided in this Agreement, on which the Stockholder has relied upon in deciding to enter into the transactions contemplated hereby. Based on the information the Stockholder has deemed appropriate, it has independently made its own analysis and decision to enter into this Agreement. The Stockholder has sought its own accounting, legal and tax advice as it has considered necessary to make an informed decision with respect to the transactions contemplated hereby. Neither such inquiries nor any other due diligence investigation conducted by the Stockholder shall modify, limit or otherwise affect the Stockholder's right to rely on the Company's representations and warranties contained in this Agreement.

Section 2.08 Restricted Securities. The Stockholder understands that the New Shares will be "restricted securities" under the U.S. federal securities laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that under such laws and applicable regulations such securities may be resold without registration under the Securities Act only in certain limited circumstances.

Section 2.09 Legends. It is understood that, except as provided below, the New Shares may bear the following or any similar legend:

(a) "THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE '1933 ACT'), OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE 1933 ACT OR (B) AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS OR BLUE SKY LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY AND ITS TRANSFER AGENT OR (II) UNLESS SOLD PURSUANT TO RULE 144 UNDER THE 1933 ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES."

(b) If required by the authorities of any state in connection with the issuance of sale of the Shares, the legend required by such state authority.

Section 2.10 Accredited Investor. At the time the Stockholder was offered the New Shares, it was, and as of the date hereof and the Closing Date, is an "accredited investor" within the meaning of Rule 501 under the Securities Act and has previously executed and delivered to the Company an Investor Questionnaire, which the Stockholder represents and warrants is true, correct and complete. The Stockholder is a sophisticated institutional investor with sufficient knowledge and experience in investing in private equity transactions to properly evaluate the risks and merits of the transactions contemplated hereby.

Section 2.11 No General Solicitation. The Stockholder acknowledges that the New Shares were offered to it solely by direct contact between the Stockholder and the Company or the authorized representatives of the Company, and not by any other means, including any form of "general solicitation" or "general advertising" (as such terms are used in Regulation D under the Securities Act).

Section 2.12 Consultation with Own Advisors. The Stockholder has been advised to consult with its own attorney and other financial and tax advisers regarding all legal matters concerning an investment in the Company and the tax consequences of acquiring the New Shares and consummation of the Exchange, and has done so, to the extent the Stockholder considers necessary.

Section 2.13 No Rule 506 Disqualifying Activities. The Stockholder has not taken any of the actions set forth in, and is not subject to, the disqualification provisions of Rule 506(d)(1) of the Securities Act.

Section 2.14      Residency. The Stockholder is a resident of the jurisdiction specified in its address on the signature page hereto.

Section 2.15      No Government Recommendation or Approval. The Stockholder understands that no United States federal or state agency, or similar agency of any other country, has reviewed, approved, passed upon, or made any recommendation or endorsement of the Company or the offering of the New Shares.

**ARTICLE III**  
**Representations, Warranties and Covenants of the Company**

The Company represents and warrants to, and agrees with, the Stockholder as set forth below in this Article III, as of the date hereof and as of the Closing, each of which is being relied upon by the Stockholder, as the case may be, as a material inducement to enter into and perform this Agreement:

Section 3.01      Existence and Power.

(a)            The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has the power, authority and capacity to execute and deliver this Agreement, to perform the Company's obligations hereunder, and to consummate the transactions contemplated hereby.

(b)            Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby by the Company (i) will contravene the certificate of incorporation or the bylaws of the Company, (ii) will constitute a violation of or a default under, or conflict with or require a consent, approval or authorization under, any contract, commitment, agreement, understanding, arrangement, restriction, law, statute, rule, regulation, judgment, order, injunction, suit, action or proceeding of any kind to which the Company is a party or by which the Company or any of its assets are bound, or (iii) will require the Company to make any filing to any governmental or quasi-governmental authority, except for the filing of a Form 8-K with the SEC and any filing that may be required by the Nasdaq Stock Market or pursuant to applicable blue sky laws, each of which has been filed or will be filed on a timely basis.

Section 3.02      Valid and Enforceable Agreement; Authorization. The execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action. This Agreement constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject, as to enforcement of remedies, to bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights and remedies of creditors generally and to the effect of general principles of equity.

Section 3.03      Disclosure. The Company has timely filed all reports, schedules, forms, statements and other documents required to be filed by it with the SEC pursuant to the reporting requirements of the Securities Act and the Exchange Act (all of the foregoing filed prior to the date hereof and all exhibits included therein and financial statements and schedules thereto and documents (other than exhibits to such documents) incorporated by reference therein, being hereinafter referred to herein as the "SEC Documents"), or has timely filed for a valid extension of such time of filing and has filed any such SEC Documents prior to the expiration of any such extension. As of their respective dates, the SEC Documents complied in all material respects with the requirements of the Securities Act and the Exchange Act and the rules and regulations of the SEC promulgated thereunder applicable to the SEC Documents, and none of the SEC Documents, at the time they were filed with the SEC, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

Section 3.04      Compliance with Securities Laws. The transactions contemplated hereby do not contravene with any applicable securities laws and the rules and regulations promulgated thereunder.

**ARTICLE IV**  
**Miscellaneous Provisions**

Section 4.01      Registration Rights. The Company agrees to file a registration statement, promptly following the date that is 90 days after the Closing Date, for the purpose of effecting the registration for resale of the New Shares.

Section 4.02      Specific Performance. The parties acknowledge that money damages are not an adequate remedy for violations of this Agreement and that any party may, in its sole discretion, apply to a court of competent jurisdiction for specific performance or injunctive or such other relief as such court may deem just and proper in order to enforce this Agreement or prevent any violation hereof and, to the extent permitted by applicable law, each party waives any objection to the imposition of such relief, this being in addition to any other remedy to which such party is entitled at law or in equity.

Section 4.03      Entire Agreement. This Agreement and the other documents and agreements executed in connection with the Exchange embody the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous oral or written agreements, representations, warranties, contracts, correspondence, conversations, memoranda and understandings between or among the parties or any of their agents, representatives or affiliates relative to such subject matter, including, without limitation, any term sheets, emails or draft documents.

Section 4.04      Assignment; Binding Agreement. This Agreement and the various rights and obligations arising hereunder shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. The Company shall not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Stockholder.

Section 4.05      Counterparts. This Agreement may be executed in multiple counterparts, and on separate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Any counterpart or other signature hereupon delivered by facsimile shall be deemed for all purposes as constituting good and valid execution and delivery of this Agreement by such party.

Section 4.06      Remedies Cumulative. Except as otherwise provided herein, all rights and remedies of the parties under this Agreement are cumulative and without prejudice to any other rights or remedies available at law.

Section 4.07      Governing Law; Jurisdiction; Jury Trial. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to its conflicts of laws provisions. Each of the parties hereto irrevocably submits to the exclusive jurisdiction of the courts of the State of New York, City of New York, for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Agreement and the transactions contemplated hereby. Service of process in connection with any such suit, action or proceeding may be served on each party hereto anywhere in the world by the same methods as are specified for the giving of notices under this Agreement. Each of the parties hereto irrevocably consents to the jurisdiction of any such court in any such suit, action or proceeding and to the laying of venue in such court. Each party hereto irrevocably waives any objection to the laying of venue of any such suit, action or proceeding brought in such courts and irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. **EACH OF THE PARTIES HERETO WAIVES ANY RIGHT TO REQUEST A TRIAL BY JURY IN ANY LITIGATION WITH RESPECT TO THIS AGREEMENT AND REPRESENTS THAT COUNSEL HAS BEEN CONSULTED SPECIFICALLY AS TO THIS WAIVER.** The parties hereto agree and acknowledge that each party has retained counsel in connection with the negotiation and preparation of this Agreement, and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the foregoing agreements or any amendment, schedule or exhibits thereto.

Section 4.08      Survival. The representations, warranties and covenants of the Company and Stockholder contained in Articles II, III and IV shall survive the survive cancellation of the Exchange Shares and issuance of the New Shares, until the expiration of the applicable statute of limitations.

Section 4.09 No Third Party Beneficiaries or Other Rights. Nothing herein shall grant to or create in any person not a party hereto, or any such person's dependents or heirs, any right to any benefits hereunder, and no such party shall be entitled to sue any party to this Agreement with respect thereto.

Section 4.10 Waiver; Consent. This Agreement may not be changed, amended, terminated, augmented, rescinded or discharged (other than in accordance with its terms), in whole or in part, except by a writing executed by the parties hereto. No waiver of any of the provisions or conditions of this Agreement or any of the rights of a party hereto shall be effective or binding unless such waiver shall be in writing and signed by the party claimed to have given or consented thereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

Section 4.11 Notices. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (a) upon receipt, when delivered personally, (b) upon receipt, when sent by facsimile or other electronic transmission (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party), or (c) one (1) business day after deposit with an overnight courier service, in each case properly addressed to the party to receive the same. The addresses and telephone numbers for such communications shall be:

If to the Company:

Inseego Corp.  
9710 Scranton Road, Suite 200  
San Diego, California 92121  
Attention: Kurt E. Scheuerman  
Telephone: (858) 812-8098  
Email: kurt.scheuerman@inseego.com

with a copy (for informational purposes only) to:

Paul Hastings LLP  
4747 Executive Drive, Twelfth Floor  
San Diego, CA 92121  
Attention: Teri O'Brien  
Telephone: (858) 458-3031  
Email: teriobrien@paulhastings.com

If to Stockholder, to the address specified on the signature page hereto.

Any party hereto may change his or its address for notice by giving notice thereof in the manner herein above provided.

Section 4.12 Interpretations. The words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural, and vice versa, unless the context otherwise requires. The masculine shall include the feminine and neuter, and vice versa, unless the context otherwise requires.

Section 4.13 Further Assurances. The Stockholder and the Company each hereby agree to execute and deliver, or cause to be executed and delivered, such other documents, instruments and agreements, and take such other actions, as either party may reasonably request in connection with the transactions contemplated by this Agreement.

Section 4.14 Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

Section 4.15 Severability. If any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be affected or impaired thereby.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed as of the date first above written.

THE COMPANY:

**INSEEGO CORP.**

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

Name:

Title:

HOLDER:

[•]

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

Name:

Title: Authorized Signatory

Address:

**Exhibit A**

**Exchange Shares**

[•]	
Stock Certificate Number	
Number of Shares	
Series E Base Amount	\$
Accrued Dividends	\$

**Exhibit B**

**DWAC Account Information**

**DWAC Account Information:**

Broker Name	
Stockholder's Tax ID Number:	
DTC Participant Name:	
DTC Participant Number:	
Number of New Shares:	