

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): July 1, 2019

TELENAV, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

001-34720

(Commission File Number)

77-0521800

(I.R.S. Employer Identification No.)

4655 Great America Parkway, Suite 300
Santa Clara, California 95054

(Address of principal executive offices) (Zip code)

(408) 245-3800

(Registrant's telephone number, including area code)

N/A

(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 (see General Instruction A.2. below):

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, \$0.001 Par Value per Share	TNAV	The NASDAQ Global Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

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 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On July 8, 2019, Telenav, Inc. (the “Company”) announced the appointment of Adeel Manzoor as Chief Financial Officer of the Company, effective July 1, 2019. Mr. Manzoor was also appointed as the Company’s Treasurer, Assistant Secretary and principal financial and accounting officer. Mr. Manzoor succeeds Fuad Ahmad, who served as the Company’s Interim Chief Financial Officer and principal financial and accounting officer from January 3, 2019 until Mr. Manzoor’s appointment on July 1, 2019.

Mr. Manzoor, age 44, has served in various roles at Hewlett-Packard Company (“HP”) and Hewlett Packard Enterprise Company (“HPE”) since February 2006. From November 2016 to June 2019, Mr. Manzoor served as Vice President and Controller of the Storage, Big Data and Value Compute business unit at HPE. He also served as Vice President and Controller of the Converged Infrastructure business unit at HPE from August 2015 to November 2016. Previously, Mr. Manzoor served as Director of Strategy and Planning at HP from June 2014 to August 2015 and Director of Investor Relations at HP from September 2012 to June 2014. Prior to joining HP, Mr. Manzoor was an auditor at Ernst and Young LLP. Mr. Manzoor holds a degree in Business/Commerce from the University of the Punjab, an MBA from the Asian Institute of Technology and an MS, Accounting and Finance from New Mexico State University.

There are no arrangements or understandings between Mr. Manzoor and any other person pursuant to which he was appointed Chief Financial Officer. Mr. Manzoor does not have any family relationship with any director or other executive officer of the Company or any person nominated or chosen by the Company to become a director or executive officer. Mr. Manzoor has no direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K promulgated under the Securities Exchange Act of 1934, as amended.

The Company has entered into an offer letter for employment (the “Offer Letter”) with Mr. Manzoor, pursuant to which it agreed to provide Mr. Manzoor with the following compensation in connection with his service as Chief Financial Officer: (i) an initial annual base salary of \$340,000; (ii) an annual target cash bonus opportunity for the Company’s 2020 fiscal year of 60% of his base salary; (iii) a grant of restricted stock units (“RSUs”) covering 120,846 shares of the Company’s common stock under the Company’s 2009 Equity Incentive Plan and award agreement thereunder, which will be scheduled to vest in equal annual installments over four years subject to Mr. Manzoor’s continued service; and (iv) a sign-on bonus of \$150,000. The sign-on bonus is subject to repayment in full in the event Mr. Manzoor’s employment with the Company terminates within the first two years of his employment for any reason other than a termination of Mr. Manzoor’s employment (1) by the Company without cause, (2) as a result of his death or disability, or (3) pursuant to which he is entitled to certain severance payments and benefits under his Change in Control and Severance Agreement with the Company.

The Company and Mr. Manzoor also entered into a Change in Control and Severance Agreement, which provides for severance payments and benefits under certain terminations of employment. If, other than during the period beginning on the date two months prior to a “Change in Control” of the Company through the one year anniversary of the Change in Control (the “Change in Control Period”), Mr. Manzoor’s employment with the Company (or its successor entity, as applicable) is terminated by the Company (or its successor entity, as applicable) other than for cause, death or disability, then Mr. Manzoor will be entitled to receive (subject to his entering into a release of claims in favor of the Company):

- a lump sum payment equal to six months of his then-current annual base salary;
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- a lump sum payment, if any, equal to the cash bonus he otherwise would have received based on his bonus opportunity in effect for the year in which the termination occurs, to the extent the performance objectives applicable to his bonus opportunity are achieved in accordance with the terms of the applicable incentive program, and provided further that any such amount of bonus will be prorated to reflect the portion of the applicable performance period during which he was employed with the Company; and
- up to six months of Company-paid group health, dental and vision premiums under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”), for Mr. Manzoor and any of his eligible dependents.

If, during the Change in Control Period, Mr. Manzoor’s employment is terminated by (i) the Company (or its successor entity, as applicable) other than for cause, death or disability, or (y) by Mr. Manzoor for “Good Reason,” then Mr. Manzoor will be entitled to receive (subject to his entering into a release of claims in favor of the Company):

- If the Change in Control occurs within the first year of Mr. Manzoor’s employment, the same severance payments and benefits described above, as well as accelerated vesting as to fifty percent (50%) of his equity awards not subject to any performance vesting criteria (other than continued service) that are then-unvested and outstanding; or
- If the Change in Control occurs after the first year of Mr. Manzoor’s employment, (i) a lump sum payment equal to twelve months of his then-current annual base salary, (ii) a lump sum payment, if any, equal to the cash bonus he otherwise would have received based on his bonus opportunity in effect for the year in which the termination occurs, to the extent the performance objectives applicable to his bonus opportunity are achieved in accordance with the terms of the applicable incentive program, and provided further that any such amount of bonus will be prorated to reflect the portion of the applicable performance period during which he was employed with the Company, (iii) up to twelve months of Company-paid COBRA premiums, and (iv) accelerated vesting as to one hundred percent (100%) of his equity awards not subject to any performance vesting criteria (other than continued service) that are then-unvested and outstanding.

In addition, Mr. Manzoor will enter into the Company’s standard form of indemnification agreement, a copy of which has been filed with the Securities and Exchange Commission on October 30, 2009, as Exhibit 10.1 to the Company’s Registration Statement on Form S-1.

The foregoing descriptions of the Offer Letter and Change in Control and Severance Agreement are qualified in their entirety by reference to the full text of the Offer Letter and Change in Control Severance Agreement, copies of which are filed with this Current Report on Form 8-K as Exhibits 10.1 and 10.2, respectively.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	<u>Offer letter between the Company and Adeel Manzoor, dated May 16, 2019</u>
10.2	<u>Change in Control and Severance Agreement between the Company and Adeel Manzoor, effective as of July 1, 2019</u>

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.

TELENAV, INC.

Date: July 8, 2019

By: /s/ HP Jin

Name: HP Jin

Title: Chief Executive Officer



May 16, 2019

Adeel Manzoor

Re: Offer of Employment

Dear Adeel,

Telenav, Inc. (the “Company” or “Telenav”) is very pleased to offer you the position of Chief Financial Officer, Treasurer and Secretary on the following terms. You will report to the Company’s Chief Executive Officer (“CEO”) and will also report to the Chair (“Audit Chair”) of the Audit Committee of the Board of Directors of the Company (“Board”). Your duties will be consistent with your title and position and any other duties reasonably assigned or requested by the CEO or Audit Chair.

Your initial base salary compensation shall be \$28,333.33 per month (which is equivalent to an annual salary of \$340,000.00), and will be subject to payroll deductions and all required withholdings. You will be paid semi-monthly and you will be eligible for Company benefits per our standard plans and policies, which currently include among other benefits, medical insurance, dental and vision insurance, flexible spending account participation, 401(k) plan participation with Company match, vacation, sick leave, and holidays. Details about Telenav’s benefit plans are available for your review.

Your annual target bonus opportunity for the Company’s fiscal year ending June 30, 2020, will be equal to 60% of your base salary earned from the later to occur of (i) the date of your employment commencement or (ii) July 1, 2019 through June 30, 2020. The bonus will be based upon achievement of Company financial objectives, Business Unit objectives and personal goals (if applicable), as determined by the Board or its Compensation Committee (“Committee”), as applicable. Your bonus will be subject to the terms and conditions of the Telenav Executive Bonus Plan, including without limitation a requirement that you be an employee in good standing at the time the bonus is paid.

As equity compensation, we will recommend that the Board or Committee, as applicable, approve a grant to you of Restricted Stock Units (RSUs) for 120,846 shares of the Company’s common stock (such number of shares calculated on the basis of the closing stock price of the common stock of \$6.62 on May 7, 2019), which will be scheduled to vest in four, equal, annual amounts on or around the tenth day of the second month of the first fiscal quarter following each of the one, two, three and four year anniversaries of your employment





commencement date, subject to your continued service with the Company through the applicable vesting date.

We anticipate that you will enter into an irrevocable election relating to the units to permit the payment of required taxes upon vesting of the RSUs. Your RSUs will be subject to the terms and conditions of the Telenav 2009 Equity Incentive Plan and applicable award agreements thereunder.

On the first payday of the Company following the day you commence employment (such date you commence employment, the “Effective Date”), you shall receive a Start Bonus of \$150,000 (the “Start Bonus”), less applicable withholding taxes. If your employment with the Company terminates for any reason other than a Qualifying Termination of Employment (as defined below) on or prior to the second anniversary of the Effective Date, you shall be required to repay the Company one hundred percent (100%) of the Start Bonus in full. Following the second anniversary of Effective Date, no portion of the Start Bonus must be repaid to the Company. For the avoidance of doubt, the amount, if any, to be repaid by you shall not be adjusted to reflect any taxes withheld or paid on the gross amount of the Start Bonus. For purposes of this Agreement, “Qualifying Termination of Employment” shall mean (a) a termination of your employment by the Company without Cause (as defined in the Change in Control Severance Agreement), (b) a termination of your employment as a result of your death or Disability (as defined below) or (c) any termination of your employment pursuant to which you are entitled to the severance payments and benefits set forth in Section 8(b) of the Change of Control Severance Agreement. For purposes of this offer letter, “Disability” shall mean that you is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, or is, by reason of any medically determinable physical or mental impairment which can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three (3) months under an accident and health plan covering Company employees.

In addition to the terms of this Letter, following the execution of this Letter, and upon your execution of the Change in Control Severance Agreement attached as Exhibit C, you shall be eligible to receive certain severance payments and benefits upon certain qualifying terminations of your employment with the Company in accordance with the terms and conditions set forth therein.

As a result of the senior level nature of your role, you will be offered a Company standard Indemnification Agreement that reflects your role and will be expected to comply with all reporting and regulatory requirements related to the Company’s status as a publicly traded company. You acknowledge that upon your appointment as Chief Financial Officer, you will become subject to Section 16 of the Securities Exchange Act of 1934, as amended. You also acknowledge that you will serve as the Company’s Chief Accounting Officer and Principal Financial Officer, as such term is defined in the rules and regulations adopted by the Securities and Exchange Commission. From time to time, you will be appointed to act as an officer or director of the Company’s subsidiaries. You agree that, in the event of



termination of your employment with the Company for any reason, you will be deemed to have resigned from all officer and director positions of the Company and any of its subsidiaries without any further action required by you, provided that you agree that you will execute any documents as may be requested by the Company in order to reflect such resignations.

As a Telenav employee, you will be expected to abide by Company rules and regulations, acknowledge in writing that you have read the Company's Employee Handbook, and sign and comply with a Proprietary Information Agreement, which prohibits unauthorized use or disclosure of Telenav proprietary information. A copy of that agreement is included with this letter. Please note that we must receive your signed Proprietary Information Agreement before your first day of employment.

As a full-time, exempt, salaried employee, you will be expected to work hours as required by the nature of your work assignments. During the period of your employment, you will not, without the express written consent of the Company, engage in any other employment or business activity, including, without limitation, consulting of any kind, which may interfere with your work for the Company. Notwithstanding anything to the contrary, you may perform services for friends, family, etc. on a limited basis outside of work hours, so long as you warrant that such activities will be minor in nature and will not interfere with or compromise your duties of good faith, loyalty or fair dealing.

We also ask that, if you have not already done so, you disclose to the Company any and all agreements relating to your prior employment that may affect your eligibility to be employed by the Company or limit the manner in which you may be employed. It is the Company's understanding that any such agreements will not prevent you from performing the duties of your position and you represent that such is the case.

As part of the interview process, we may undertake a background investigation and reference check in accordance with applicable law. This investigation and reference check may include a consumer report, as defined by the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. 1681a, and/or an investigative consumer report, as defined by FCRA, 15 U.S.C. 1681a, and California Civil Code 1786.2(c). This investigation also may include a consumer credit report, as defined by California Civil Code 1785.3(c), which is being requested because this position is managerial and you will have access to confidential or proprietary information of the type described in California Labor Code § 1024.5(a)(7). This job offer is contingent upon a clearance of such a background investigation and/or reference check, and upon your written authorization to obtain a consumer report, consumer credit report and/or investigative consumer report. Your offer of employment is also contingent upon confirmation of a lack of conflict in connection with and approval of your appointment by Grant Thornton LLP, the Company's independent auditors.

You may terminate your employment with Telenav at any time for any reason by notifying the Company. Likewise, Telenav may terminate your employment at any time for any reason, with or without cause or advance notice. Telenav also retains the sole discretion





to make all other decisions regarding your employment (e.g., transfers, demotions, job assignments, and the like) with or without cause. Your compensation will be subject to periodic review by the Board or Committee, and the Board or Committee may make adjustments from time to time, in its sole discretion. The Company also reserves the right, in its sole discretion, to establish, modify, suspend or terminate its benefit programs and arrangements from time to time as necessary or appropriate. The at-will relationship cannot be changed except in writing signed by the CEO.

All payments and benefits provided to you pursuant to this Letter will be subject to any applicable tax or other required withholdings or deductions.

Please note that, in compliance with the Immigration Reform Act of 1986, all new employees are required to submit proof of U.S. Citizenship or legal alien status within three business days of employment. Enclosed is an I-9 form that lists the document that you may present to fulfill this requirement. Please bring your documentation, along with the completed I-9 Form, on your first day of employment.

The validity, interpretation, construction and performance of this Letter will be governed by the laws of the State of California (with the exception of its conflict of laws provisions).

(remainder of page left blank intentionally)



If you wish to accept employment at Telenav under the terms described above, please sign and date this letter, and return it to the Company by the close of business, Monday May 16, 2019. Your first day of employment with Telenav will be determined upon acceptance of this offer.

We look forward to your favorable reply and to a productive and enjoyable work relationship.

Sincerely,

By /s/ Fiona Ow Giuffre
Fiona Ow Giuffre
Vice President, Human Resources
Telenav, Inc

Accepted: /s/ Adeel Manzoor
Adeel Manzoor

Dated: May 27, 2019





TELENAV, INC.

PROPRIETARY INFORMATION AGREEMENT

The following confirms an agreement between me and Telenav, Inc., a Delaware corporation (the "*Company*," which term includes the Company's affiliates, successors and assigns), which is a material part of the consideration for my employment or continued employment by the Company:

1. "*Proprietary Information*" is information that was or is developed by, became or becomes known by, or was or is assigned or otherwise conveyed or made known to, the Company, and which has commercial value in the Company's business. Proprietary Information includes, without limitation, trade secrets; financial information; product plans; lists, databases and other information concerning vendors, licensees and customers (including information which discloses the identity of such parties) and the Company's relationship with those parties; pricing information and policies; employee compensation records; business and marketing plans and strategies; forecasts and any other business information; inventions; discoveries; formulas; product and other ideas; works of authorship; processes; technology; computer programs; source and object codes; techniques; processes; prototypes; algorithms; schematics; research; know-how and data, disclosed to me by the Company, either directly or indirectly, in writing, orally or by drawings or inspection of materials. I understand that my employment creates a relationship of confidence and trust between me and the Company with respect to Proprietary Information of the Company and its customers, vendors and other parties contracting with the Company, which may be learned by me during my employment.

2. As used in this Agreement, any reference to "*employment*" by the Company includes any time during which I may be retained by the Company as a consultant, in addition to any time during which I am an employee of the Company.

3. In consideration of my employment or continued employment and the compensation received by me from the Company from time to time, I hereby agree as follows:

(a) All Proprietary Information and all patents, copyrights, trade dress, mask work and other intellectual property rights, including, without limitation, any extensions, renewals, continuations or divisions of any of the foregoing (collectively, the "*Legal Rights*") associated with Proprietary Information shall be the sole property of the Company. I hereby assign to the Company any rights I may have or acquire in any Proprietary Information and any Legal Rights associated therewith. At all times, both during my employment and after its termination, I will keep in confidence and trust and will not use or disclose any Proprietary Information or anything relating to it without the written consent of the Company, except that I may disclose such Proprietary Information to employees and consultants of the Company as necessary in the ordinary course of performing my duties on behalf of the Company. I agree to notify the



Company in writing immediately upon discovery of any unauthorized use or disclosure of any Proprietary Information received hereunder, or any other breach of the Agreement, and to assist and cooperate with the Company in every reasonable way to regain possession of such Proprietary Information and/or prevent its further unauthorized disclosure and/or use. Notwithstanding the foregoing, I have no obligation under this Agreement to maintain in confidence any information that: (i) is in the public domain at the time of disclosure; (ii) though originally Proprietary Information, subsequently enters the public domain other than by breach of my confidentiality obligation, as of the date of its entering the public domain or (iii) that I can show I knew of prior to disclosure to me by the Company.

(b) In the event of the termination of my employment by me or by the Company for any reason, or upon the Company's request at any time, I shall immediately return all documents, records, apparatus, computer files, equipment and other physical property, or any reproduction of such property, whether or not pertaining to Proprietary Information furnished to me by the Company or produced by myself or others in connection with my employment, to the Company.

(c) I will promptly disclose to the Company, or any persons designated by it, all "*Inventions*," which include all improvements, inventions, discoveries, formulas, ideas, circuits, mask works, works of authorship, processes, computer programs, algorithms, techniques, schematics, know-how and data, whether or not patentable, made or conceived or reduced to practice or developed by me, either alone or jointly with others, during the term of my employment. To the extent the Company does not have rights therein hereunder, such disclosure shall be received by the Company in confidence and does not extend the assignment made in paragraph (e) of this Section 3.

(d) I agree that all Inventions which I make, conceive, reduce to practice or develop (in whole or in part, either alone or jointly with others) during my employment shall be the sole property of the Company to the maximum extent permitted by Section 2870 of the California Labor Code, a copy of which is attached to this Agreement as *Exhibit A*, and to the extent permitted by law shall be "works made for hire." The Company shall be the sole owner of all Legal Rights associated with the Inventions. I hereby assign to the Company any Legal Rights I may have or acquire in the Inventions. I agree to perform, during and after my employment, all acts deemed necessary or desirable by the Company to permit and assist it, at the Company's expense, in obtaining and enforcing any Legal Rights for the foregoing Inventions and/or any other Inventions I have or may at any time assign to the Company in any and all countries. These acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agents and attorneys-in-fact to act for and on my behalf and instead of me, to execute and file any applications or related filings and to do all other lawfully permitted acts to further the prosecution and issuance of all Legal Rights associated with any Inventions with the same legal force and effect as if executed by me.



(e) A complete list of all Inventions to which I claim ownership and that I desire to remove from the operation of this Agreement is attached as *Exhibit B*, and I covenant that this list is complete. If no list is attached to this Agreement, I represent that I have no Inventions to which I claim ownership and that I desire to remove from the operation of this Agreement at the time of signing this Agreement.

(f) I represent that my performance of all the terms of this Agreement will not breach any agreement or obligation to keep in confidence proprietary information acquired by me in confidence or trust prior to my employment with the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict with this Agreement or in conflict with my employment with the Company.

4. I acknowledge and agree that a breach of any of my promises or covenants contained herein will result in irreparable and continuing damage to the Company for which there will be no adequate remedy at law, and in the event of such breach the Company shall be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages, if appropriate).

5. I understand that nothing in this Agreement limits or prohibits me from filing and/or pursuing a charge or complaint with, or otherwise communicating or cooperating with or participating in any investigation or proceeding that may be conducted by, any federal, state or local government agency or commission, including the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, and the National Labor Relations Board ("*Government Agencies*"), including disclosing documents or other information as permitted by law, without giving notice to, or receiving authorization from, the Company. Notwithstanding, in making any such disclosures or communications, I agree to take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute Company Proprietary Information to any parties other than the Government Agencies. I further understand that I am not permitted to disclose the Company's attorney-client privileged communications or attorney work product. In addition, I hereby acknowledge that the Company has provided me with notice in compliance with the Defend Trade Secrets Act of 2016 regarding immunity from liability for limited disclosures of trade secrets. The full text of the notice is attached in Exhibit A.

6. I acknowledge that I have no reasonable expectation of privacy in any Company Electronic Media Equipment or Company Electronic Media Systems. All information, data, and messages created, received, sent, or stored in Company Electronic Media Equipment or Company Electronic Media Systems are, at all times, the property of the Company. As such, the Company has the right to audit and search all such items and systems, without further notice to me, to ensure that the Company is licensed to use the software on the Company's devices in compliance with the Company's software licensing policies, to ensure compliance with the Company's



policies, and for any other business-related purposes in the Company's sole discretion. I understand that I am not permitted to add any unlicensed, unauthorized, or non-compliant applications to the Company's technology systems, including, without limitation, open source or free software not authorized by the Company, and that I shall refrain from copying unlicensed software onto the Company's technology systems or using non-licensed software or websites. I understand that it is my responsibility to comply with the Company's policies governing use of the Company's documents and the internet, email, telephone, and technology systems to which I will have access in connection with my employment. In addition, as to any personal Electronic Media Equipment or personal Electronic Media Systems or other personal property that I have used for Company purposes, I agree that the Company may have reasonable access to such personal Electronic Media Equipment or personal Electronic Media Systems or other personal property to review, retrieve, destroy, or ensure the permanent deletion of Company information from such equipment or systems or property or take such other actions that are needed to protect the Company or Company property, as determined by the Company reasonably and in good faith.

I am aware that the Company has or may acquire software and systems that are capable of monitoring and recording all Company network traffic to and from any Company Electronic Media Equipment or Company Electronic Media Systems. The Company reserves the right to access, review, copy, and delete any of the information, data, or messages accessed through Company Electronic Media Equipment or Company Electronic Media Systems, with or without notice to me and/or in my absence. This includes, but is not limited to, all e-mail messages sent or received, all website visits, all chat sessions, all news group activity (including groups visited, messages read, and postings by me), and all file transfers into and out of the Company's internal networks. The Company further reserves the right to retrieve previously deleted messages from e-mail or voicemail and monitor usage of the Internet, including websites visited and any information I have downloaded. In addition, the Company may review Internet and technology systems activity and analyze usage patterns, and may choose to publicize this data to assure that technology systems are devoted to legitimate business purposes.

7. This Agreement shall be effective as of the first day of my employment, and shall be binding upon me, my heirs, executors, assigns and administrators and shall inure to the benefit of the Company, its subsidiaries, successors and assigns.

8. This Agreement may not be modified except by written agreement signed by me and the Company. This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding that body of law relating to choice of law.

Dated: May 27, 2019

Employee Adeel Manzoor



Exhibit A

§ 2870. Application of provision that employee shall assign or offer to assign rights in invention to employer

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those invention that either:

- (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or
- (2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

SECTION 7 OF THE DEFEND TRADE SECRETS ACT OF 2016

“ . . . An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that—(A) is made—(i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. . . . An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual—(A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.”



Exhibit B

Telenav, Inc.
4655 Great America Parkway, Suite 300
Santa Clara, CA 95054

Ladies and Gentlemen:

1. The following is a complete list of all Inventions relevant to the subject matter of my employment by the Company that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my employment by the Company and that I desire to remove from the operation of the Company's Proprietary Information and Inventions Agreement.

No inventions or improvements.

See below:

Additional sheets attached.

Adeel Manzoor May 27, 2019

Employee Date



TELENAV, INC.

ADEEL MANZOOR CHANGE IN CONTROL AND SEVERANCE AGREEMENT

This Change in Control and Severance Agreement (the “*Agreement*”) is made and entered into by and between Adeel Manzoor (“*Executive*”) and TeleNav, Inc. (the “*Company*”), effective as of July 1, 2019 (the “*Effective Date*”).

This Agreement provides certain protections to Executive upon a termination of Executive’s employment under certain circumstances, including without limitation in connection with a change in control of the Company, as described in this Agreement. Certain capitalized terms used in this Agreement are defined in Section 7 below.

The Company and Executive agree as follows:

1. Term of Agreement. This Agreement will have an initial term of three (3) years from the Effective Date (the “*Initial Term*”), unless terminated earlier under this Agreement’s provisions. On the three (3) year anniversary of the Effective Date, this Agreement will renew automatically for additional, one (1) year terms, unless either party provides the other party with written notice of non-renewal at least sixty (60) days prior to the date of automatic renewal. Notwithstanding the foregoing provisions of this Section, in the event of a Change in Control, the term of this Agreement will extend automatically through the date eighteen (18) months after the Change in Control (or, if later, the last day of the Initial Term) (the “*Extended Date*”). Additionally, on the Extended Date and each annual anniversary thereafter, this Agreement will renew automatically for additional one (1) year terms unless either party provides the other party with written notice of non-renewal at least sixty (60) days prior to such anniversary. If Executive becomes entitled to severance payments and benefits pursuant to Section 3 hereof, this Agreement will not terminate until all of the obligations under this Agreement have been satisfied.

2. At-Will Employment. The parties agree that Executive’s employment with the Company is and will continue to be “at-will” and may be terminated at any time with or without cause or notice. Executive understands and agrees that neither Executive’s job performance nor promotions, commendations, bonuses or the like from the Company give rise to or in any way serve as the basis for modification, amendment, or extension, by implication or otherwise, of Executive’s employment with the Company. However, as described in this Agreement, Executive may be entitled to severance payments and benefits depending on the circumstances of the termination of Executive’s employment.

3. Severance.

(a) Termination for Other than Cause, Death or Disability or Resignation for Good Reason, Other than During the Change in Control Period. If, other than during the period beginning on the date two (2) months prior to a Change in Control through the one (1) year anniversary of the Change in Control (the “*Change in Control Period*”), Executive’s employment with the Company (or its successor entity, as applicable) (“*Employment*”) is terminated by the Company (or its successor entity, as applicable) other than for Cause, death or Disability, then, subject to Sections 5 and 6 below, Executive will receive certain severance payments and benefits, subject to the terms and conditions of this Agreement, as follows:

(i) Cash Severance. A single, lump sum cash payment equal to six (6) months of Executive's base salary as in effect immediately prior to the termination of Executive's Employment; and

(ii) Prorated Bonus Severance. A single, lump sum, cash payment, if any, equal to the cash bonus Executive otherwise would have received based on Executive's bonus opportunity in effect for the year in which the date of the termination of Executive's Employment (the "*Termination Date*") occurs, to the extent the performance objectives applicable to Executive's bonus opportunity are achieved in accordance with the terms of the applicable incentive program, as determined in the sole and absolute discretion of the Board or its Compensation Committee (the "*Committee*") acting in good faith, and provided further that any such amount of bonus will be prorated to reflect the portion of the applicable performance period during which Executive was employed with the Company (the "*Prorated Bonus Amount*").

(iii) Continued Employee Benefits. Subject to Executive timely electing continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("*COBRA*"), Executive will receive Company-paid group health, dental and vision coverage for Executive and any eligible dependents of Executive, as applicable ("*COBRA Severance*"), until the earliest of: (A) six (6) months following the Termination Date; (B) the date upon which Executive and Executive's eligible dependents (as applicable) become covered under similar plans; or (C) the expiration of Executive's (and any eligible dependents', as applicable) eligibility for continuation coverage under COBRA.

(b) Termination for Other than Cause, Death or Disability or Resignation for Good Reason, During the Change in Control Period. If, during the Change in Control Period, Executive's Employment is terminated by (x) the Company (or its successor entity, as applicable) other than for Cause, death or Disability, or (y) by Executive for Good Reason (a "*Pre-CIC Qualifying Termination*"), then, subject to Sections 5 and 6 below, Executive will receive certain severance payments and benefits, subject to the terms and conditions of this Agreement, as follows:

(i) Change in Control Within One Year Following Employment Commencement. If the Change in Control occurs on or before the one (1) year anniversary of the first day of Executive's Employment ("*Start Date*"), then Executive's severance payments and benefits will consist of the following:

(1) Salary Severance. A single, lump sum cash payment equal to six (6) months of Executive's base salary as in effect immediately prior to the termination of Executive's Employment;

(2) Prorated Bonus Severance. A single, lump sum, cash payment, if any, equal to the Prorated Bonus Amount.

(3) Continued Employee Benefits. Executive will receive COBRA Severance until the earliest of: (A) six (6) months following the Termination Date; (B) the date upon which Executive and Executive's eligible dependents (as applicable) become covered under similar plans; or (C) the expiration of Executive's (and any eligible dependents', as applicable) eligibility for continuation coverage under COBRA; and

(4) Accelerated Vesting. Accelerated vesting as to fifty percent (50%) of Executive's equity awards covering shares of common stock of the Company (or its successor entity, as applicable) that are subject to vesting based on continued employment or other service, but not any performance-based objectives ("*Time-based Awards*") that are then-unvested and outstanding as of the Termination Date. Any of Executive's stock options or similar type of equity award covering shares of common stock of the Company outstanding as of the Termination Date will remain exercisable following the Termination Date (to the extent the equity award is vested or vests pursuant to this Section 3(b)(i)(4)) for the period prescribed in the applicable equity plan and award agreement governing the terms of the equity award.

(ii) Change in Control After 1 Year of Continued Employment. If the Change in Control occurs after the one (1) year anniversary of the Start Date, then Executive's severance payments and benefits will consist of the following:

(1) Salary Severance. A single, lump sum cash payment equal to twelve (12) months of Executive's base salary as in effect immediately prior to the termination of Executive's Employment;

(2) Prorated Bonus Severance. A single, lump sum, cash payment, if any, equal to Prorated Bonus Amount.

(3) Continued Employee Benefits. Executive will receive COBRA Severance until the earliest of: (A) twelve (12) months following the Termination Date; (B) the date upon which Executive and Executive's eligible dependents (as applicable) become covered under similar plans; or (C) the expiration of Executive's (and any eligible dependents', as applicable) eligibility for continuation coverage under COBRA; and

(4) Accelerated Vesting. Accelerated vesting as to one hundred percent (100%) of the Time-based Awards that are then-unvested and outstanding as of the Termination Date. Any of Executive's stock options or similar type of equity award covering shares of common stock of the Company outstanding as of the Termination Date will remain exercisable following the Termination Date (to the extent the equity award is vested or vests pursuant to this Section 3(b)(ii)(4)) for the period prescribed in the applicable equity plan and award agreement governing the terms of the equity award.

For the avoidance of doubt, in the event of a Pre-CIC Qualifying Termination, the applicable portion of Executive's then-outstanding and unvested Time-based Awards will remain outstanding until the earlier of (x) two (2) months following the Termination Date, or (y) the occurrence of a Change in Control, solely so that any applicable vesting acceleration can be provided if a Change in Control occurs within two (2) months following the Termination Date (provided that in no event will any Time-based Awards that are stock options or similar type of equity award remain outstanding beyond the equity award's maximum term to expiration). If no Change in Control occurs within two (2) months following the Termination Date, then such unvested portion of Executive's Time-based Awards (otherwise not yet terminated) will be forfeited automatically and permanently on the date two (2) months following the Termination Date, without having vested.

(c) Other Terminations. If Executive's Employment is terminated (i) other than during the Change in Control Period by Executive for any reason; (ii) during the Change in Control Period by Executive for other than Good Reason, (iii) by the Company for Cause, or (iv) due to Executive's death or Disability, then (A) all vesting will terminate immediately with respect to Executive's outstanding Time-based Awards, (B) all payments of compensation by the Company to Executive will terminate immediately (except as to amounts already earned), and (C) Executive will be eligible for severance payments and benefits only in accordance with the Company's established policies, if any, as then in effect.

(d) Non-duplication of Payments and Benefits. For purposes of clarity, in the event of a Pre-CIC Qualifying Termination, any severance payments and benefits to be provided to Executive under Section 3(b) will be reduced by any amounts that already were provided to Executive under Section 3(a). Notwithstanding any provision of this Agreement to the contrary, if Executive is entitled to any cash severance, continued health coverage benefits, or vesting acceleration of any Time-based Awards, by operation of applicable law or under a plan, policy, contract, or arrangement sponsored by or to which the Company is a party other than this Agreement ("*Other Benefits*"), then the corresponding severance payments and benefits under this Agreement will be reduced by the amount of Other Benefits paid or provided to Executive.

4. Accrued Compensation. On any Employment termination, Executive will be entitled to receive all accrued but unpaid vacation, expense reimbursements, wages, and other benefits due to Executive under any Company-provided plans, policies, and arrangements.

5. Conditions to Receipt of Severance; No Duty to Mitigate.

(a) Separation Agreement and Release of Claims. Executive's receipt of any severance payments or benefits pursuant to Section 3 will be subject to Executive signing and not revoking a separation agreement and release of claims in a form reasonably satisfactory to the Company (the "*Release*") and provided that such Release becomes effective and irrevocable no later than sixty (60) days following the Termination Date (such deadline, the "*Release Deadline Date*"). If the Release does not become effective and irrevocable by the Release Deadline Date, Executive will forfeit any rights to severance or benefits under this Agreement. In no event will severance payments or benefits be paid or provided until the Release becomes effective and irrevocable. Subject to Section 5(d) below, (i) any lump sum cash severance payment under Section 3(a)(i) of this Agreement will be paid on the first regularly scheduled payroll date of the Company following the date that the Release becomes effective and irrevocable (the "*Release Effectiveness Date*"), and any lump sum cash severance payment under Sections 3(b)(i)(1) or 3(b)(ii)(1) of this Agreement will be paid on the later of (A) the Release Effectiveness Date or (B) the date of the Change in Control; (ii) any Prorated Bonus Amount will be paid in the calendar year in which occurs the last day of the Company's fiscal year during which the Terminate Date occurs, but no later than the fifteenth (15th) day of the third month following the last day of such Company fiscal year; (iii) any taxable installments under Section 5(c) otherwise payable to Executive on or before the Release Effectiveness Date will be paid on the Release Effectiveness Date, and any remaining installments will be paid as specified in this Agreement; and (iv) any Time-based Awards that are restricted stock units, performance shares, performance units, and similar full value awards that accelerate vesting under Section 3(b)(i)(4) or 3(b)(ii)(4) will be settled within ten (10) days following the date the Release becomes effective and irrevocable or if later, on the date of the Change in Control.

(b) Proprietary Information Agreement. Executive's receipt of any payments or benefits under Section 3 will be subject to Executive continuing to comply with the terms of the Proprietary Information Agreement (as defined in Section 11).

(c) COBRA Severance Limitations. If the Company determines in its sole discretion that it cannot provide the COBRA Severance without potentially violating, or being subject to an excise tax under, applicable law (including, without limitation, Section 2716 of the Public Health Service Act), then in lieu of such COBRA Severance, the Company will provide to Executive a taxable monthly payment payable on the last day of a given month (except as provided by the immediately following sentence), in an amount equal to the monthly COBRA premium that Executive would be required to pay to continue Executive's group health coverage in effect on the date of Employment termination (which amount will be based on the premium rates applicable for the first month of COBRA Severance for Executive and any of eligible dependents of Executive) (each, a "*COBRA Replacement Payment*"), which COBRA Replacement Payments will be made regardless of whether Executive elects COBRA continuation coverage and will end on the earlier of (x) the date upon which Executive obtains other employment, or (y) the date the Company has paid an amount totaling the number of COBRA Replacement Payments equal to the number of months in the applicable COBRA Severance period set forth in Section 3(a)(iii)(A), 3(b)(i)(3)(A) or 3(b)(ii)(3)(A), as applicable. For the avoidance of doubt, the COBRA Replacement Payments may be used for any purpose, including, but not limited to continuation coverage under COBRA, and will be subject to any applicable withholdings. Notwithstanding anything to the contrary under this Agreement, if the Company determines in its sole discretion at any time that it cannot provide the COBRA Replacement Payments without violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), Executive will not receive the COBRA Replacement Payments or any further COBRA Severance.

(d) Section 409A.

(i) Notwithstanding anything to the contrary in this Agreement, no severance pay or benefits to be paid or provided to Executive, if any, pursuant to this Agreement that, when considered together with any other severance payments or separation benefits, are considered deferred compensation under Code Section 409A, and the final regulations and any guidance promulgated thereunder ("*Section 409A*") (together, the "*Deferred Payments*") will be paid or otherwise provided until Executive has a "separation from service" within the meaning of Section 409A. Similarly, no severance payable to Executive, if any, pursuant to this Agreement that otherwise would be exempt from Section 409A pursuant to Treasury Regulation Section 1.409A-1(b)(9) will be payable until Executive has a "separation from service" within the meaning of Section 409A. To the extent necessary to be exempt from or comply with Section 409A, references to Termination Date, termination of Employment, or similar phrases used in this Agreement will mean Executive's "separation from service" within the meaning of Section 409A.

(ii) Any severance payments or benefits under this Agreement that would be considered Deferred Payments will be paid on, or, in the case of installments, will not commence until, the sixty-fifth (65th) day following Executive's separation from service, or, if later, at such time as required by subsection (iii) below, with the exception that any Prorated Bonus Amount payable under this Agreement will be paid as provided in Section 5(a)(ii), or, if later, at such time as required by subsection (iii) below. Except as required by subsection (iii) below, any Deferred Payments that are installment payments that would have been made to Executive during the sixty-five (65) day period immediately following Executive's separation from service but for the preceding sentence will be paid to Executive on the sixtieth-fifth (65th)

day following Executive's separation from service and the remaining payments shall be made as provided in this Agreement.

(iii) Notwithstanding anything to the contrary in this Agreement, if Executive is a "specified employee" within the meaning of Section 409A at the time of Employment termination (other than due to death), then the Deferred Payments that are payable within the first six (6) months following Executive's separation from service, will become payable on the first payroll date that occurs on or after the date six (6) months and one (1) day following the date of Executive's separation from service. All subsequent Deferred Payments, if any, will be payable in accordance with the payment schedule applicable to each payment or benefit. Notwithstanding anything herein to the contrary, if Executive dies following Executive's separation from service, but prior to the six (6) month anniversary of the separation from service, then any payments delayed in accordance with this subsection (iii) will be payable in a lump sum as soon as administratively practicable after the date of Executive's death and all other Deferred Payments will be payable in accordance with the payment schedule applicable to each payment or benefit. Each payment and benefit payable under this Agreement is intended to constitute a separate payment for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations.

(iv) Any amount paid under this Agreement that satisfies the requirements of the "short-term deferral" rule set forth in Section 1.409A-1(b)(4) of the Treasury Regulations will not constitute Deferred Payments for purposes of subsection (i) above.

(v) Any amount paid under this Agreement that qualifies as a payment made as a result of an involuntary separation from service pursuant to Section 1.409A-1(b)(9)(iii) of the Treasury Regulations that does not exceed the Section 409A Limit (as defined below) will not constitute Deferred Payments for purposes of subsection (i) above.

(vi) The foregoing provisions are intended to comply with the requirements of Section 409A so that none of the severance payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities or ambiguous terms herein will be interpreted to so comply. The Company and Executive agree to work together in good faith to consider amendments to this Agreement and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition prior to actual payment to Executive under Section 409A. In no event will the Company have any liability or obligation to reimburse, indemnify, or hold harmless Executive for any taxes, penalties, or fees imposed, or other costs incurred, as a result of Section 409A.

(e) No Duty to Mitigate. Executive will not be required to mitigate the amount of any payment contemplated by this Agreement, nor will any earnings that Executive may receive from any other source reduce any such payment.

6. Limitation on Payments.

(a) Reduction of Payments and Benefits. In the event that the payments and benefits provided for in this Agreement or otherwise payable to Executive (i) constitute "parachute payments" within the meaning of Section 280G of the Code and (ii) but for this Section 6, would be subject to the excise tax

imposed by Section 4999 of the Code (the “*Excise Tax*”), then Executive’s payments and benefits hereunder will be either:

(x) delivered in full, or

(y) delivered as to such lesser extent which would result in no portion of such payments and benefits being subject to the Excise Tax,

whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, results in the receipt by Executive on an after-tax basis, of the greatest amount of payments and benefits, notwithstanding that all or some portion of such payments and benefits may be subject to the Excise Tax. If a reduction in the payments and benefits constituting “parachute payments” is necessary so that no portion of such payments and benefits is subject to the Excise Tax, the reduction shall occur in the following order: (A) reduction of cash payments in reverse chronological order (that is, the cash payment owed on the latest date following the occurrence of the event triggering the Excise Tax will be the first cash payment to be reduced); (B) cancellation of equity awards that were granted “contingent on a change in ownership or control” within the meaning of Section 280G of the Code in the reverse order of date of grant of the equity awards (that is, the most recently granted equity awards will be cancelled first); (C) reduction of the accelerated vesting of equity awards in the reverse order of date of grant of the equity awards (that is, the vesting of the most recently granted equity awards will be cancelled first); and (D) reduction of employee benefits in reverse chronological order (that is, the benefit owed on the latest date following the occurrence of the event triggering the Excise Tax will be the first benefit to be reduced). In no event will Executive have any discretion with respect to the ordering of any reductions of payments and benefits.

(b) Determination of Excise Tax Liability. Unless the Company and Executive otherwise agree in writing, any determination required under this Section 6 will be made in writing by a nationally recognized accounting or valuation firm (the “*Firm*”) selected by the Company, whose determinations will be conclusive and binding upon Executive and the Company for all purposes. For purposes of making the calculations required by this Section 6, the Firm may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and Executive will furnish to the Firm such information and documents as the Firm may reasonably request in order to make a determination under this Section 6. The Company will bear the costs and make all payments for the Firm’s services in connection with any calculations contemplated by this Section 6. The Company will have no liability to Executive for the determinations of the Firm. Executive will be solely responsible for the payment of all personal tax liability that is incurred as a result of the payments and benefits received under this Agreement, and Executive will not be reimbursed, indemnified, or held harmless by the Company for any of those payments of personal tax liability.

7. Definition of Terms. The following terms referred to in this Agreement will have the following meanings:

(a) Cause. For purposes of this Agreement, “*Cause*” is defined as:

(i) any material act of personal dishonesty made by Executive in connection with Executive's responsibilities as an employee;

(ii) Executive's conviction of, or plea of nolo contendere to, a felony or any crime involving fraud, embezzlement or any other act of moral turpitude;

(iii) Executive's gross misconduct;

(iv) Executive's unauthorized use or disclosure of any proprietary information or trade secrets of the Company or any other party to whom Executive owes an obligation of nondisclosure as a result of Executive's relationship with the Company;

(v) Executive's willful breach of any obligations under any written agreement or covenant with the Company;
or

(vi) Executive's continued failure to perform Executive's employment duties after Executive has received a written demand of performance from the Company which specifically sets forth the factual basis for the Company's belief that Executive has not substantially performed his or her duties and has failed to cure such non-performance to the Company's satisfaction within ten (10) business days after receiving such notice.

(b) Change in Control. For purposes of this Agreement, "*Change in Control*" means the first occurrence of any of the following events on or after the Effective Date:

(i) A change in the ownership of the Company which occurs on the date that any one person, or more than one person acting as a group ("*Person*"), acquires ownership of the stock of the Company that, together with the stock held by such Person, constitutes more than fifty percent (50%) of the total voting power of the stock of the Company; provided, however, that for purposes of this subsection (i), the acquisition of additional stock by any one Person, who is considered to own more than 50% of the total voting power of the stock of the Company will not be considered a Change in Control; or

(ii) A change in the effective control of the Company which occurs on the date that a majority of members of the Company's Board of Directors (the "*Board*") is replaced during any twelve (12) month period by Directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election. For purposes of this clause (ii), if any Person is considered to be in effective control of the Company, the acquisition of additional control of the Company by the same Person will not be considered a Change in Control; or

(iii) A change in the ownership of a substantial portion of the Company's assets which occurs on the date that any Person acquires (or has acquired during the twelve (12) month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than fifty percent (50%) of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions; provided, however, that for purposes of this subsection (iii), the following will not constitute a change in the ownership of a substantial portion of the Company's assets: (A) a transfer to an entity that is controlled by the Company's stockholders immediately after the transfer, or (B) a transfer of assets by the Company to: (1) a stockholder

of the Company (immediately before the asset transfer) in exchange for or with respect to the Company's stock, (2) an entity, fifty percent (50%) or more of the total value or voting power of which is owned, directly or indirectly, by the Company, (3) a Person, that owns, directly or indirectly, fifty percent (50%) or more of the total value or voting power of all the outstanding stock of the Company, or (4) an entity, at least fifty percent (50%) of the total value or voting power of which is owned, directly or indirectly, by a Person described in this subsection (iii)(B)(3). For purposes of this subsection (iii), gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

For purposes of this Section 7(b), persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company.

Notwithstanding the foregoing, a transaction will not constitute a Change in Control unless the transaction qualifies as a "change in control event" within the meaning of Section 409A.

(c) Code. For purposes of this Agreement, "*Code*" means the Internal Revenue Code of 1986, as amended.

(d) Disability. For purposes of this Agreement, "*Disability*" means total and permanent disability as defined in Section 22(e)(3) of the Code.

(e) Good Reason. For purposes of this Agreement, "*Good Reason*" means Executive's resignation within thirty (30) days following the expiration of any Company cure period (discussed below) following the occurrence of one or more of the following, without Executive's express written consent:

(i) the assignment to Executive of any duties, the reduction of Executive's duties or the removal of Executive from his or her position and responsibilities, either of which must result in a material diminution of Executive's authority, duties, or responsibilities with the Company in effect immediately prior to such assignment, unless Executive is provided with a comparable position (i.e., chief financial officer of the parent company of the combined entity);

(ii) A material reduction in Executive's base salary, unless the Company also similarly reduces the base salaries of all other similarly situated employees of the Company (and, if applicable, its successor) (for these purposes, a reduction of Executive's base salary by ten percent (10%) or more will be considered material, provided that a reduction of less than ten percent (10%) still may be material based on the facts and circumstances relating to the reduction);

(iii) a material change in the geographic location of Executive's primary work facility or location; provided, however, that a relocation of less than thirty-five (35) miles from Executive's then-present location will not be considered a material change in geographic location; or

(iv) the failure of the Company to obtain assumption of this Agreement by any successor, which shall be deemed a material breach by the Company of this Agreement.

Executive will not resign for Good Reason without first providing the Company with written notice of the acts or omissions constituting the grounds for "Good Reason" within ninety (90) days of the initial existence

of the grounds for “Good Reason” and a reasonable cure period of not less than thirty (30) days following the date of such notice.

(f) Section 409A Limit. For purposes of this Agreement, “*Section 409A Limit*” will mean two (2) times the lesser of: (i) Executive’s annualized compensation based upon the annual rate of pay paid to Executive during the Executive’s taxable year preceding the Executive’s taxable year of his or her separation from service as determined under Treasury Regulation Section 1.409A-1(b)(9)(iii)(A)(1) and any Internal Revenue Service guidance issued with respect thereto; or (ii) the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a)(17) of the Internal Revenue Code for the year in which Executive’s separation from service occurred.

8. Assignment. This Agreement will be binding upon and inure to the benefit of (a) the heirs, executors and legal representatives of Executive upon Executive’s death and (b) any successor of the Company. Any such successor of the Company will be deemed substituted for the Company under the terms of this Agreement for all purposes. For this purpose, “successor” means any person, firm, corporation or other business entity which at any time, whether by purchase, merger or otherwise, directly or indirectly acquires all or substantially all of the assets or business of the Company. None of the rights of Executive to receive any form of compensation payable pursuant to this Agreement may be assigned or transferred except by will or the laws of descent and distribution. Any other attempted assignment, transfer, conveyance or other disposition of Executive’s right to compensation or other benefits will be null and void.

9. Notice. All notices, requests, demands and other communications called for hereunder will be in writing and will be deemed given (a) on the date of delivery if delivered personally, (b) one (1) day after being sent by a well-established commercial overnight service, or (c) four (4) days after being mailed by registered or certified mail, return receipt requested, prepaid and addressed to the parties or their successors at the following addresses, or at such other addresses as the parties may later designate in writing.

If to the Company:

Telenav, Inc.
4655 Great America Parkway, Suite 300
Santa Clara, California 95054
Attn: General Counsel

If to Executive:

at the last residential address known by the Company.

10. Arbitration.

A. Arbitration. IN CONSIDERATION OF EXECUTIVE’S EMPLOYMENT WITH THE COMPANY, ITS PROMISE TO ARBITRATE ALL EMPLOYMENT-RELATED DISPUTES WITH EXECUTIVE, AND EXECUTIVE’S RECEIPT OF COMPENSATION AND OTHER COMPANY BENEFITS, AT PRESENT AND IN THE FUTURE, EXECUTIVE AGREES THAT ANY AND ALL CONTROVERSIES, CLAIMS, OR DISPUTES THAT EXECUTIVE MAY HAVE WITH THE COMPANY (INCLUDING ANY COMPANY EMPLOYEE, OFFICER, DIRECTOR, TRUSTEE, OR BENEFIT PLAN OF THE COMPANY, IN THEIR CAPACITY AS SUCH OR OTHERWISE), IN

CONNECTION WITH, ARISING OUT OF, RELATING TO, OR RESULTING FROM EXECUTIVE'S EMPLOYMENT OR RELATIONSHIP WITH THE COMPANY OR THE TERMINATION OF EXECUTIVE'S EMPLOYMENT OR RELATIONSHIP WITH THE COMPANY, INCLUDING ANY BREACH OF THIS AGREEMENT, SHALL BE SUBJECT TO BINDING ARBITRATION UNDER THE FEDERAL ARBITRATION ACT (THE "FAA"). THE FAA'S SUBSTANTIVE AND PROCEDURAL RULES SHALL GOVERN AND APPLY TO THIS ARBITRATION AGREEMENT WITH FULL FORCE AND EFFECT, AND ANY STATE COURT OF COMPETENT JURISDICTION MAY STAY PROCEEDINGS PENDING ARBITRATION OR COMPEL ARBITRATION IN THE SAME MANNER AS A FEDERAL COURT UNDER THE FAA. EXECUTIVE FURTHER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, EXECUTIVE MAY BRING ANY ARBITRATION PROCEEDING ONLY IN EXECUTIVE'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF, REPRESENTATIVE, OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE LAWSUIT OR PROCEEDING. EXECUTIVE UNDERSTANDS, HOWEVER, THAT NOTHING IN THIS AGREEMENT PREVENTS EXECUTIVE FROM BRINGING A REPRESENTATIVE LAWSUIT OR PROCEEDING AS PERMITTED BY THE CALIFORNIA LABOR CODE'S PRIVATE ATTORNEYS GENERAL ACT OF 2004. **TO THE FULLEST EXTENT PERMITTED BY LAW, EXECUTIVE AGREES TO ARBITRATE ANY AND ALL COMMON LAW AND/OR STATUTORY CLAIMS UNDER LOCAL, STATE, OR FEDERAL LAW, INCLUDING, BUT NOT LIMITED TO, CLAIMS UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, THE AMERICANS WITH DISABILITIES ACT OF 1990, THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, THE OLDER WORKERS BENEFIT PROTECTION ACT, THE WORKER ADJUSTMENT AND RETRAINING NOTIFICATION ACT, THE FAIR LABOR STANDARDS ACT, THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT, THE FAMILY AND MEDICAL LEAVE ACT, THE CALIFORNIA FAMILY RIGHTS ACT, THE CALIFORNIA LABOR CODE, CLAIMS RELATING TO EMPLOYMENT STATUS, CLAIMS RELATING TO COMPENSATION (CASH, EQUITY, BONUS, OR OTHERWISE), CLAIMS RELATING TO CLASSIFICATION, AND CLAIMS OF HARASSMENT, DISCRIMINATION, WRONGFUL TERMINATION, AND BREACH OF CONTRACT. TO THE FULLEST EXTENT PERMITTED BY LAW, EXECUTIVE ALSO AGREES TO ARBITRATE ANY AND ALL DISPUTES ARISING OUT OF OR RELATING TO THE INTERPRETATION OR APPLICATION OF THIS AGREEMENT TO ARBITRATE, BUT NOT DISPUTES ABOUT THE ENFORCEABILITY, REVOCABILITY, OR VALIDITY OF THIS AGREEMENT TO ARBITRATE OR THE CLASS, COLLECTIVE, AND REPRESENTATIVE PROCEEDING WAIVER HEREIN. WITH RESPECT TO ALL SUCH CLAIMS AND DISPUTES THAT EXECUTIVE AGREES TO ARBITRATE, EXECUTIVE HEREBY EXPRESSLY AGREES TO WAIVE, AND DOES WAIVE, ANY RIGHT TO A TRIAL BY JURY.** EXECUTIVE FURTHER UNDERSTANDS THAT THIS AGREEMENT TO ARBITRATE ALSO APPLIES TO ANY DISPUTES THAT THE COMPANY MAY HAVE WITH EXECUTIVE. EXECUTIVE UNDERSTANDS THAT NOTHING IN THIS AGREEMENT REQUIRES EXECUTIVE TO ARBITRATE CLAIMS THAT CANNOT BE ARBITRATED UNDER APPLICABLE LAW, SUCH AS CLAIMS UNDER THE SARBANES-OXLEY ACT.

B. *Procedure.* EXECUTIVE AGREES THAT ANY ARBITRATION WILL BE ADMINISTERED BY JAMS PURSUANT TO ITS EMPLOYMENT ARBITRATION RULES & PROCEDURES (THE "*JAMS RULES*"), WHICH ARE AVAILABLE AT <http://www.jamsadr.com/rules-employment-arbitration/>. IF THE JAMS RULES CANNOT BE ENFORCED AS TO THE ARBITRATION,

THEN THE PARTIES AGREE THAT THEY WILL ARBITRATE THIS DISPUTE UNDER THE CALIFORNIA ARBITRATION ACT (CALIFORNIA CODE CIV. PROC. § 1280 ET. SEQ. (THE “CAA”)). EXECUTIVE AGREES THAT THE ARBITRATOR SHALL HAVE THE POWER TO DECIDE ANY MOTIONS BROUGHT BY ANY PARTY TO THE ARBITRATION, INCLUDING MOTIONS FOR SUMMARY JUDGMENT AND/OR ADJUDICATION, AND MOTIONS TO DISMISS AND DEMURRERS, APPLYING THE STANDARDS SET FORTH UNDER THE CALIFORNIA CODE OF CIVIL PROCEDURE. EXECUTIVE AGREES THAT THE ARBITRATOR SHALL ISSUE A WRITTEN DECISION ON THE MERITS. EXECUTIVE ALSO AGREES THAT THE ARBITRATOR SHALL HAVE THE POWER TO AWARD ANY REMEDIES AVAILABLE UNDER APPLICABLE LAW, AND THAT THE ARBITRATOR MAY AWARD ATTORNEYS’ FEES AND COSTS TO THE PREVAILING PARTY, WHERE PERMITTED BY APPLICABLE LAW. EXECUTIVE AGREES THAT THE DECREE OR AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED AS A FINAL AND BINDING JUDGMENT IN ANY COURT HAVING JURISDICTION THEREOF. EXECUTIVE UNDERSTANDS THAT THE COMPANY WILL PAY FOR ANY ADMINISTRATIVE OR HEARING FEES CHARGED BY THE ARBITRATOR OR JAMS EXCEPT THAT EXECUTIVE SHALL PAY ANY FILING FEES ASSOCIATED WITH ANY ARBITRATION THAT EXECUTIVE INITIATES, BUT ONLY SO MUCH OF THE FILING FEES AS EXECUTIVE WOULD HAVE INSTEAD PAID HAD EXECUTIVE FILED A COMPLAINT IN A COURT OF LAW THAT WOULD HAVE HAD JURISDICTION OVER SUCH COMPLAINT. EXECUTIVE AGREES THAT THE ARBITRATOR SHALL ADMINISTER AND CONDUCT ANY ARBITRATION IN ACCORDANCE WITH CALIFORNIA LAW, INCLUDING THE CALIFORNIA CODE OF CIVIL PROCEDURE AND THE CALIFORNIA EVIDENCE CODE, AND THAT THE ARBITRATOR SHALL APPLY SUBSTANTIVE AND PROCEDURAL CALIFORNIA LAW TO ANY DISPUTE OR CLAIM, WITHOUT REFERENCE TO RULES OF CONFLICT-OF-LAW. TO THE EXTENT THAT THE JAMS RULES CONFLICT WITH CALIFORNIA LAW, CALIFORNIA LAW SHALL TAKE PRECEDENCE. EXECUTIVE AGREES THAT ANY ARBITRATION UNDER THIS AGREEMENT SHALL BE CONDUCTED IN SANTA CLARA COUNTY, CALIFORNIA.

C. *Remedy.* EXCEPT FOR THE PURSUIT OF ANY PROVISIONAL REMEDY PERMITTED BY THE CAA OR OTHERWISE PROVIDED BY THIS AGREEMENT, EXECUTIVE AGREES THAT ARBITRATION SHALL BE THE SOLE, EXCLUSIVE, AND FINAL REMEDY FOR ANY DISPUTE BETWEEN THE COMPANY AND EXECUTIVE.

D. *Administrative Relief.* EXECUTIVE UNDERSTANDS THAT THIS AGREEMENT DOES NOT PROHIBIT EXECUTIVE FROM PURSUING AN ADMINISTRATIVE CLAIM WITH A LOCAL, STATE, OR FEDERAL ADMINISTRATIVE BODY OR GOVERNMENT AGENCY THAT IS AUTHORIZED TO ENFORCE OR ADMINISTER LAWS RELATED TO EMPLOYMENT, INCLUDING, BUT NOT LIMITED TO, THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING, THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, THE NATIONAL LABOR RELATIONS BOARD, THE SECURITIES AND EXCHANGE COMMISSION, OR THE WORKERS’ COMPENSATION BOARD. THIS AGREEMENT DOES, HOWEVER, PRECLUDE EXECUTIVE FROM PURSUING A COURT ACTION REGARDING ANY SUCH CLAIM, EXCEPT AS PERMITTED BY LAW.

E. *Voluntary Nature of Agreement.* EXECUTIVE ACKNOWLEDGES AND AGREES THAT EXECUTIVE IS EXECUTING THIS AGREEMENT VOLUNTARILY AND WITHOUT ANY DURESS OR UNDUE INFLUENCE BY THE COMPANY OR ANYONE ELSE. EXECUTIVE FURTHER

ACKNOWLEDGES AND AGREES THAT EXECUTIVE HAS CAREFULLY READ THIS AGREEMENT AND THAT EXECUTIVE HAS ASKED ANY QUESTIONS NEEDED FOR EXECUTIVE TO UNDERSTAND THE TERMS, CONSEQUENCES, AND BINDING EFFECT OF THIS AGREEMENT AND FULLY UNDERSTAND IT, INCLUDING THAT **EXECUTIVE IS WAIVING EXECUTIVE'S RIGHT TO A JURY TRIAL**. FINALLY, EXECUTIVE AGREES THAT EXECUTIVE HAS BEEN PROVIDED AN OPPORTUNITY TO SEEK THE ADVICE OF AN ATTORNEY OF EXECUTIVE'S CHOICE BEFORE SIGNING THIS AGREEMENT.

11. Proprietary Information. Executive agrees to continue to be bound by that certain Telenav, Inc. Proprietary Information Agreement (the "*Proprietary Information Agreement*") attached to Executive's Offer Letter dated May 27, 2019 (the "*Offer Letter*"). Executive understands and agrees that nothing in this Agreement or the Proprietary Information Agreement or any other agreement Executive signs with the Company is intended to limit Executive's rights to discuss the terms, wages, and working conditions of Executive's employment, nor to deny Executive the right to disclose information pertaining to sexual harassment or any unlawful or potentially unlawful conduct, as protected by applicable law.

12. Miscellaneous Provisions.

(a) Amendment. No provision of this Agreement will be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by Executive and by an authorized officer of the Company (other than Executive) that is expressly designated as an amendment to this Agreement.

(b) Waiver. No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party will be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(c) Headings. All captions and section headings used in this Agreement are for convenient reference only and do not form a part of this Agreement.

(d) Entire Agreement. This Agreement, together with the Proprietary Information Agreement and Offer Letter, represents the entire agreement and understanding between the parties as to the subject matter herein and supersedes all prior or contemporaneous agreements whether written or oral. With respect to Company equity awards granted to Executive on or after the date of this Agreement, the acceleration of vesting provisions provided herein will apply to such Company equity awards except to the extent otherwise explicitly provided in the applicable award agreement. This Agreement may be modified only by agreement of the parties by a written instrument executed by the parties that is designated as an amendment to this Agreement.

(e) Governing Law. With the exception of the arbitration requirements set forth in Section 10 (to which the FAA will apply as set forth in Section 10), this Agreement will be governed by the laws of the State of California without regard to California's conflicts-of-law rules that may result in the application of the laws of any jurisdiction other than California.

(f) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement will not affect the validity or enforceability of any other provision hereof, which will remain in full force and effect.

(g) Withholding. All payments made pursuant to this Agreement will be subject to all applicable withholdings, including all applicable income and employment tax withholdings, as determined in the Company's reasonable judgment.

(h) Acknowledgment. Executive acknowledges that Executive has had the opportunity to discuss this matter with and obtain advice from Executive's private attorney, has had sufficient time to, and has carefully read and fully understands all the provisions of this Agreement, and is knowingly and voluntarily entering into this Agreement.

(i) Counterparts. This Agreement may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each of the undersigned.

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year set forth below.

COMPANY TELENAV, INC.

By: /s/ Fiona Ow Giuffre

Title: Vice President, Human Resources

EXECUTIVE By: /s/ Adeel Manzoor

Adeel Manzoor