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

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**SCHEDULE 13D**

**Under the Securities Exchange Act of 1934  
(Amendment No. \_\_)\***

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**Telenav, Inc.**  
(Name of Issuer)

**Common Stock, par value \$0.001 per share**  
(Title of Class of Securities)

**879455 10 3**  
(CUSIP Number)

**H.P. Jin**  
c/o Telenav, Inc.  
**4655 Great America Parkway, Suite 300**  
**Santa Clara, CA 95054**  
**(408) 245-3800**

**With a copy to:**

**Norton Rose Fulbright US LLP**  
**555 California St Suite 3300**  
**San Francisco, CA 94104**  
**Attn: Lior Nuchi, Esq.**  
**(628) 231-6817**  
(Name, Address and Telephone Number of Person Authorized to  
Receive Notices and Communications)

**November 2, 2020**  
(Date of Event which Requires Filing of this Statement)

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If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this Schedule because of Sections 240.13d-1(e), 240.13d-1(f), or 240.13d-1(g), check the following box:

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**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Section 240.13d-7 for other parties to whom copies are to be sent.

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\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required in the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 (the "**Exchange Act**") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Exchange Act (however, see the *Notes*).

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1	NAME OF REPORTING PERSON H.P. Jin	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS PF	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:	7	SOLE VOTING POWER 2,433,969 shares
	8	SHARED VOTING POWER 0 shares
	9	SOLE DISPOSITIVE POWER 2,433,969 shares
	10	SHARED DISPOSITIVE POWER 0 shares
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,433,969 shares	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.1% <sup>2</sup>	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

<sup>1</sup> Includes an aggregate of (i) 75,625 shares of Common Stock which may be acquired by the reporting person upon exercise of outstanding stock options within 60 days hereof, and (ii) 417 shares of Common Stock issuable upon the settlement of restricted stock units that vest within 60 days hereof.

<sup>2</sup> Based on 47,522,790 shares of Common Stock outstanding as of September 30, 2020, as reported in the Issuer's 10-K/A filed with the Securities and Exchange Commission on October 26, 2020 and assumes that (i) the 75,625 shares of Common Stock which may be acquired by the reporting person upon exercise of outstanding stock options within 60 days hereof and (ii) the 417 shares of Common Stock issuable upon the settlement of restricted stock units that vest within 60 days hereof, in each case, are deemed outstanding pursuant to SEC Rule 13d-3(d)(1)(i).

1	NAME OF REPORTING PERSON V99, Inc.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS Not applicable	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:	7	SOLE VOTING POWER 0 shares
	8	SHARED VOTING POWER 0 shares
	9	SOLE DISPOSITIVE POWER 0 shares
	10	SHARED DISPOSITIVE POWER 0 shares
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 0 shares	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.0%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

1	NAME OF REPORTING PERSON Digital Mobile Venture Limited	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION British Virgin Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:	7	SOLE VOTING POWER 0 shares (See Item 5(b) below)
	8	SHARED VOTING POWER 7,313,457 (See Item 5(b) below)
	9	SOLE DISPOSITIVE POWER 0 shares (See Item 5(b) below)
	10	SHARED DISPOSITIVE POWER 7,313,457 (See Item 5(b) below)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 7,313,457 shares (See Item 5(b) below)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 15.4% <sup>3</sup>	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

<sup>3</sup> Based on 47,522,790 shares of Common Stock outstanding as of September 30, 2020, as reported in the Issuer's 10-K/A filed with the Securities and Exchange Commission on October 26, 2020.

1	NAME OF REPORTING PERSON Samuel T. Chen	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS PF	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION The Republic of China (Taiwan)	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:	7	SOLE VOTING POWER 88,046 shares
	8	SHARED VOTING POWER 7,313,457 shares (See Item 5(b) below)
	9	SOLE DISPOSITIVE POWER 88,046 shares
	10	SHARED DISPOSITIVE POWER 7,313,457 shares (See Item 5(b) below)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 7,401,503 shares (See Item 5(b) below) <sup>4</sup>	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 15.6% <sup>5</sup>	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

<sup>4</sup> Includes an aggregate of (i) 27,466 shares of Common Stock issuable upon the exercise of options exercisable within 60 days hereof, and (ii) 21,326 shares of Common Stock issuable upon the settlement of restricted stock units that vest within 60 days hereof.

<sup>5</sup> Based on 47,522,790 shares of Common Stock outstanding as of September 30, 2020, as reported in the Issuer's 10-K/A filed with the Securities and Exchange Commission on October 26, 2020 and assumes that (i) the 27,466 shares of Common Stock issuable upon the exercise of options exercisable within 60 days hereof and (ii) the 21,326 shares of Common Stock issuable upon the settlement of restricted stock units that vest within 60 days hereof, in each case, are deemed outstanding pursuant to SEC Rule 13d-3(d)(1)(i).

1	NAME OF REPORTING PERSON Fiona Chang	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS Not Applicable	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION The Republic of China (Taiwan)	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:	7	SOLE VOTING POWER 0 shares
	8	SHARED VOTING POWER 7,313,457 shares (See Item 5(b) below)
	9	SOLE DISPOSITIVE POWER 0 shares
	10	SHARED DISPOSITIVE POWER 7,313,457 shares (See Item 5(b) below)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 7,313,457 shares (See Item 5(b) below)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 15.4% <sup>6</sup>	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

<sup>6</sup> Based on 47,522,790 shares of Common Stock outstanding as of September 30, 2020, as reported in the Issuer's 10-K/A filed with the Securities and Exchange Commission on October 26, 2020.

1	NAME OF REPORTING PERSON Yi-Ting Chen	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS PF, OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION The Republic of China (Taiwan)	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:	7	SOLE VOTING POWER 2,221,293 shares
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 2,221,293 shares
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,221,293 shares	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 4.7% <sup>7</sup>	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

<sup>7</sup> Based on 47,522,790 shares of Common Stock outstanding as of September 30, 2020, as reported in the Issuer's 10-K/A filed with the Securities and Exchange Commission on October 26, 2020.

1	NAME OF REPORTING PERSON Yi-Chun Chen	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS PF, OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION The Republic of China (Taiwan)	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:	7	SOLE VOTING POWER 2,229,136 shares
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 2,229,136 shares
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,229,136 shares	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 4.7% <sup>8</sup>	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

<sup>8</sup> Based on 47,522,790 shares of Common Stock outstanding as of September 30, 2020, as reported in the Issuer's 10-K/A filed with the Securities and Exchange Commission on October 26, 2020.



1	NAME OF REPORTING PERSON Changbin Wang	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS PF	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION People's Republic of China	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:	7	SOLE VOTING POWER 2,350,000 shares
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 2,350,000 shares
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,350,000 shares	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 4.9% <sup>9</sup>	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

<sup>9</sup> Based on 47,522,790 shares of Common Stock outstanding as of September 30, 2020, as reported in the Issuer's 10-K/A filed with the Securities and Exchange Commission on October 26, 2020.

EXPLANATORY NOTE:

This Schedule 13D (this “**Schedule 13D**”) is being jointly filed by (i) H.P. Jin (“**Dr. Jin**”), (ii) V99, Inc., a Delaware corporation (“**V99**”), (iii) Digital Mobile Venture Limited, a British Virgin Islands company (“**Digital**”), (iv) Samuel T. Chen, (v) Fiona Chang, (vi) Yi-Ting Chen, (vii) Yi-Chun Chen and (viii) Changbin Wang (collectively, the “**Reporting Persons**”) pursuant to the Joint Filing Agreement filed as Exhibit 99.1 to this Schedule 13D.

This Schedule 13D:

- (i) supplements, amends and constitutes Amendment No. 2 to the Schedule 13D filed with the Securities and Exchange Commission (the “**Commission**”) by Dr. Jin on March 6, 2020, as amended by the Amendment No. 1 thereto filed jointly by Dr. Jin and V99 on October 2, 2020;
- (ii) supplements, amends and constitutes Amendment No 1 to the Schedule 13D filed jointly with the Commission by Digital, Samuel T. Chen and Fiona Chang on October 5, 2020; and
- (iii) constitutes an initial Schedule 13D filing for each of Yi-Ting Chen, Yi-Chun Chen and Changbin Wang, jointly with Dr. Jin, V99, Samuel T. Chen and Fiona Chang,

in each case with respect to the common stock, par value \$0.001 per share (the “**Common Stock**”), of Telenav, Inc., a Delaware corporation (the “**Issuer**”).

To the extent that any information contained in this Schedule 13D is inconsistent with the information in the prior Schedule 13D filings of Dr. Jin and V99 referred to in clause (i) above or the prior Schedule 13D filing of Digital, Samuel T. Chen and Fiona Chang referred to in clause (ii) above, as the case may be, the information set forth in this Schedule 13D shall control.

In the case of each of Dr. Jin, V99, Digital, Samuel T. Chen and Fiona Chang, this Schedule 13D is being filed to report the execution of (a) the Merger Agreement (as defined and described more fully in Items 3 and 4 below), providing, among other things, for a Merger (as defined below), as a result of which the Issuer would become a wholly owned subsidiary of V99, and the shares of Common Stock held by the Reporting Persons would be cancelled, and (b) certain other agreements entered into to induce the Issuer to enter into the Merger Agreement, including a Commitment Letter (as defined and described more fully in Items 3 and 4 below), pursuant to which Dr. Jin, Samuel T. Chen and Digital have committed, jointly and severally, to provide debt financing in an amount sufficient to fund payments, fees and expenses associated with the transactions contemplated by the Merger Agreement, in each case subject to and upon certain terms and conditions.

In the case of each of Yi-Ting Chen, Yi-Chun Chen and Changbin Wang, this Schedule 13D is being filed to report that each of them, concurrently with and as a condition to the Issuer’s execution and delivery of the Merger Agreement, became a party to a Voting and Support Agreement (as defined and described more fully in Item 4 below), wherein each Reporting Person agreed to vote all shares of Common Stock owned by such Reporting Person in accordance with the publicly disclosed recommendation to the stockholders of the Issuer, by action of the Issuer’s Board of Directors or a duly constituted committee thereof, irrespective of whether such publicly disclosed recommendation is to vote in favor of the adoption of the Merger Agreement and the approval of the Merger and the transactions contemplated thereby, or against an extraordinary corporate transaction or proposal provided that certain specified circumstances are met, and otherwise as specified in the Voting and Support Agreement. Yi-Ting Chen, Yi-Chun Chen and Changbin Wang may, in respect of common voting and support commitments of the Reporting Persons set forth in the Voting and Support Agreement, be deemed to be members of a “group” within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended, comprised of the Reporting Persons.

## ITEM 1. SECURITY AND THE ISSUER

The securities to which this Schedule 13D relates are the common stock, par value \$0.001 per share (the “**Common Stock**”) of Telenav, Inc., a Delaware corporation ( the “**Issuer**”). The address of the principal executive offices of the Issuer is 4655 Great America Parkway, Suite 300, Santa Clara, CA 95054.

## ITEM 2. IDENTITY AND BACKGROUND

(a) This Schedule 13D is being filed jointly by (i) H.P. Jin (“**Dr. Jin**”), (ii) V99, Inc., a Delaware corporation (“**V99**”), (iii) Digital Mobile Venture Limited, a British Virgin Islands company (“**Digital**”), (iv) Samuel T. Chen, (v) Fiona Chang, (vi) Yi-Ting Chen, (vii) Yi-Chun Chen and (viii) Changbin Wang (collectively, the “**Reporting Persons**” and each a “**Reporting Person**”). Attached as **Schedule A** is a list of directors and executive officers of Digital. While V99 does not own any shares of the Common Stock, V99 is filing this Schedule 13D jointly with other Reporting Persons because it has entered into the Merger Agreement described in Item 4 with the Issuer. Dr. Jin is the sole stockholder, sole director, President, Chief Executive Officer and Treasurer of V99.

The Reporting Persons have entered into the Joint Filing Agreement, dated the date hereof, a copy of which is filed with this Schedule 13D as **Exhibit 99.1** (which is hereby incorporated by reference) pursuant to which the Reporting Persons have agreed to file this Schedule 13D jointly in accordance with the provisions of Rule 13d-1(k)(1) under the Exchange Act, as amended. The Reporting Persons may be deemed to be members of a “group,” within the meaning of Section 13(d)(3) of the Act, comprised of the Reporting Persons.

Information with respect to each Reporting Person is given solely by such Reporting Person, and no Reporting Person assumes responsibility for the accuracy or completeness of the information furnished by any other Reporting Person.

(b) Dr. Jin’s address is c/o Telenav, Inc., 4655 Great America Parkway, Suite 300, Santa Clara, CA 95054. The business address of V99 is Attention: H.P. Jin, c/o Telenav, Inc., 4655 Great America Parkway, Suite 300, Santa Clara, CA 95054.

The business address of Digital, Samuel T. Chen and Fiona Chang is c/o Rayson Technology Co. Ltd., 5F, No. 550, Ruei Guang Road, Taipei F5, Taiwan.

The address of Yi-Ting Chen and Yi-Chun Chen is c/o Digital Mobile Inc., 5F, No. 550, Ruiguang Road, Neihu Dist., Taipei, Taiwan.

The business address of Changbin Wang is c/o Beijing Beyond Technology Development, Room 1901, Suite A, Botai Guoji, No Beijing, 100102, China.

(c) Dr. Jin is the President and Chief Executive Officer, and a member of the Board of Directors of the Issuer. Dr. Jin is the sole stockholder, sole director, President, Chief Executive Officer and Treasurer of V99. The business address of V99 is referenced in **Item 2(b)** above. The primary focus of the business operations of V99 is to develop location-based technologies in various areas of connected cars including navigation and explore acquisitions of companies with applicable technologies and products in the location-based technology and service field.

Samuel T. Chen and Fiona Chang are directors and stockholders of Digital. Samuel T. Chen and Fiona Chang are married and share voting and dispositive power over the shares of the Common Stock held of record by Digital. The business address of Digital, Samuel T. Chen and Fiona Chang is referenced in **Item 2(b)** above. Samuel T. Chen is also a member of the Board of Directors of the Issuer. Digital, is a company headquartered in Taipei, Taiwan. The primary focus of the business operations of Digital is to invest in internet startups in Silicon Valley. The principal occupation of each of its directors and executive officers is to act in the capacity listed on **Schedule A**.

Yi-Ting Chen and Yi-Chun Chen are sisters and are children of Samuel T. Chen and Fiona Chang. Both of them are entrepreneurs and work for Digital Mobile Inc., which is a company engaged in zoom video marketing in Taiwan.

Changbin Wang is the President and Chief Executive Officer of Beijing Beyond Technology Development Co. Ltd., a company based in China. The primary focus of the business operations of Beijing Beyond Technology Development Co. Ltd. is to manufacture and distribute environmental technology equipment.

(d) None of the Reporting Persons has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) None of the Reporting Persons has during the last five years, been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which such Reporting Person or person listed on Schedule A was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Dr. Jin is a citizen of the United States of America. Digital is organized under the laws of the British Virgin Islands. The citizenship of Digital's directors and executive officers is listed on Schedule A. Yi-Ting Chen and Yi-Chun Chen are citizens of the Republic of China (Taiwan). Changbin Wang is a citizen of the People's Republic of China.

### **ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.**

On November 2, 2020, the Issuer entered into an Agreement and Plan of Merger (the "**Merger Agreement**") with V99 and Telenav99, Inc., a Delaware corporation and wholly owned subsidiary of V99 ("**Merger Sub**"), providing for the merger of Merger Sub with and into the Issuer (the "**Merger**"), with the Issuer surviving the Merger as a wholly owned subsidiary of V99. The descriptions of the Merger and the Merger Agreement set forth in Item 4 below are incorporated by reference into this Item 3.

V99 estimates that, based on certain capitalization and outstanding restricted stock unit ("**RSU**") award data provided to V99 by the Issuer, approximately \$166.6 million will be required in connection with the Merger to purchase all the outstanding shares of Common Stock of the Issuer (other than any shares of Common Stock held by the Issuer or any of the Reporting Persons and their affiliates, which shares will be cancelled without the right to receive any consideration therefor), and to pay the amounts designated in the Merger Agreement in settlement of (a) outstanding vested RSU awards at the Effective Time (as defined in the Merger Agreement) and (b) outstanding unvested RSU awards that will be assumed by the Surviving Corporation (as defined in the Merger Agreement) and settled in cash after the Effective Time subject to the holder's satisfaction of the award's time-based vesting conditions, in each case other than the Issuer's RSU awards held by any of the Reporting Persons.

The Merger and the transactions contemplated by the Merger Agreement are anticipated to be financed with debt financing from the Financing Sources (as defined in Item 4), subject to and upon the terms and conditions set forth in the Commitment Letter referred to in Item 4 below. The description of the Commitment Letter set forth in Item 4 below is incorporated by reference into this Item 3.

Yi-Chun Chen acquired an aggregate of 2,229,136 shares of Common Stock through a combination of (i) purchases in private transactions prior to the Issuer's initial public offering in May 2010, (ii) a gift from Samuel T. Chen and Fiona Chang, and (iii) open market transactions with her personal funds with the last purchase on January 31, 2020 for an aggregate purchase price of approximately \$444,900.

Yi-Ting Chen acquired an aggregate of 2,221,293 shares of Common Stock through a combination of (i) purchases in private transactions prior to the Issuer's initial public offering in May 2010, (ii) a gift from Samuel T. Chen and Fiona Chang, and (iii) open market transactions with her personal funds with the last purchase on February 2, 2020 for an aggregate purchase price of approximately \$462,700.

Changbin Wang acquired with his personal funds an aggregate of 2,350,000 shares of Common Stock through a series of open market transactions during the past two years with the last purchase on November 22, 2019 for an aggregate purchase price of approximately \$274,250.

#### ITEM 4. PURPOSE OF TRANSACTION.

##### *Merger Agreement*

Capitalized terms used herein but not otherwise defined have the meaning set forth in the Merger Agreement.

The Merger Agreement provides that, at the Effective Time, each share of Common Stock of the Issuer issued and outstanding immediately prior to the Effective Time (other than any shares of Common Stock held by the Issuer or any of the Reporting Persons and their affiliates (“**Cancelled Shares**”) and Dissenting Shares) will be cancelled and extinguished, and automatically converted into the right to receive cash in an amount equal to \$4.80, without interest thereon (the “**Merger Consideration**”). All Cancelled Shares will be cancelled and shall cease to exist without consideration in exchange therefor. Additionally, at the Effective Time, each:

- (i) Stock Option that is outstanding and unexercised as of immediately prior to the Effective Time, shall become immediately vested and converted automatically into the right to receive at the Effective Time an amount in cash, without interest, equal to the product of (i) the excess, if any, of the Merger Consideration over the per share exercise price under such Stock Option, and (ii) the total number of shares of Common Stock subject to such Stock Option as of immediately prior to the Effective Time, less any taxes required to be withheld (provided, however, that any Stock Option for which its per share exercise price is greater than the Merger Consideration will be cancelled and terminated at the Effective Time for no consideration);
- (ii) Company RSU Award (or portion thereof) that is outstanding and vested as of immediately prior to the Effective Time but which have not settled into shares of Common Stock shall be cancelled and converted into the right to receive an amount in cash, without interest, equal to the Merger Consideration for each share of Common Stock otherwise deliverable in settlement of such vested Company RSU Award (or portion thereof), less any taxes required to be withheld;
- (iii) Company RSU Award (or portion thereof) that is unvested, outstanding and unsettled immediately prior to the Effective Time shall be cancelled and converted into the unfunded, unsecured right to receive an amount in cash, without interest, equal to the Merger Consideration (less any taxes required to be withheld), subject to the holder’s satisfaction of any time-based vesting terms (including any accelerated vesting in connection with a termination of service) that applied with respect to the underlying Company RSU Award immediately prior to the Effective Time.

The consummation of the Merger is subject to certain conditions, including, but not limited to: (i) Company Stockholder Approval; (ii) Majority of the Minority Approval; (ii) expiration or termination of any waiting periods applicable to the consummation of the Merger under the Hart-Scott-Rodino Antitrust Improvements Act of 1976; and (iii) the absence of any law or order restraining, enjoining or otherwise prohibiting the Merger.

The Issuer has made customary representations and warranties in the Merger Agreement and has agreed to customary covenants, including those regarding the operation of the business of the Issuer and its Subsidiaries prior to the Effective Time. The parties have also agreed to use their reasonable best efforts to consummate the Merger.

The purpose of the transactions contemplated under the Merger Agreement, including the Merger, is for V99 to acquire all of the outstanding Common Stock of the Issuer other than the Cancelled Shares and Dissenting Shares. If completed, the Merger will result in the Issuer becoming a privately held company, the Shares would be delisted from the NASDAQ Capital Market, and the Shares would be deregistered under the Securities Act of 1933, as amended, as soon after closing of the Merger as the requirements for such delisting and termination of registration are satisfied.

Pursuant to the terms of the Merger Agreement, the parties thereto agreed to take all necessary action such that the directors of Merger Sub at the Effective Time will become the directors of the Surviving Corporation immediately following the Effective Time.

The foregoing description of the Merger Agreement and the transactions contemplated thereby does not purport to be complete, and is subject to, and qualified in its entirety by reference to, the full text of the Merger Agreement, a copy of which is filed as [Exhibit 99.3](#) and incorporated herein by reference.

#### *Commitment Letter*

Pursuant to the Commitment Letter (the “**Commitment Letter**”), dated November 2, 2020, by and among Dr. Jin, Samuel T. Chen, Digital (collectively, the “**Financing Sources**”) and V99, the Financing Sources have committed, jointly and severally, to provide debt financing in an amount sufficient to pay (a) the aggregate of all Merger Consideration payable in connection with the transaction, all fees and expenses associated with the transactions contemplated by the Merger Agreement incurred by V99, Merger Sub or any of their affiliates, and all amounts necessary to repay or prepay any Company indebtedness required to be repaid or prepaid at Closing (the “**Commitment Amount**”) or (b) the Parent Termination Fee, if applicable. The funding of the Commitment Amount is subject only to the satisfaction by the Issuer or waiver by V99 of the closing conditions in the Merger Agreement applicable to the Issuer. Subject to the terms and conditions of the Commitment Letter, the Issuer has certain third-party beneficiary rights to enforce the terms of the Commitment Letter.

The foregoing description of the Commitment Letter and the transactions contemplated thereby does not purport to be complete, and is subject to, and qualified in its entirety by reference to, the full text of the Commitment Letter, which is filed as [Exhibit 99.2](#) and incorporated herein by reference.

#### *Voting and Support Agreement*

In connection and concurrently with the execution of the Merger Agreement, as an inducement to the Issuer to enter into the Merger Agreement, Dr. Jin, Samuel T. Chen, Fiona Chang, Digital, Yi-Ting Chen, Yi-Chun Chen and Changbin Wang (the “**Support Agreement Stockholders**”) entered into a voting and support agreement (the “**Voting and Support Agreement**”) with the Issuer. Pursuant to the Voting and Support Agreement, the Support Agreement Stockholders have agreed to vote all shares of Common Stock owned by them in accordance with the publicly disclosed recommendation to the stockholders of the Issuer by action of the Board, the Independent Committee or any other duly constituted committee of the Board (a “**Public Board Recommendation**”), irrespective of whether such Public Board Recommendation is to vote: (i) in favor of the adoption of the Merger Agreement and the approval of the Merger and the transactions contemplated thereby or against an extraordinary corporate transaction or proposal provided that certain specified circumstances are met, (ii) subject to specified exceptions, in favor of an Accepted Superior Proposal (as defined below) if, in the event that the Merger Agreement is terminated, the Board or Independent Committee has delivered a Change in Recommendation Notice to V99 no later than December 16, 2020 with respect to a Superior Proposal received from an Excluded Party (including any amendment to such Superior Proposal made in response to a Parent Proposal during any Notice Period) (an “**Accepted Superior Proposal**”), or (iii) in favor of or against any other matter determined by action of the Board, the Independent Committee or any other duly constituted committee of the Board, in good faith, to be necessary or appropriate in connection with the Merger Agreement and the Merger or any Accepted Superior Proposal, in each case if recommended to the stockholders of the Issuer by a Public Board Recommendation.

The foregoing description of the Voting and Support Agreement and the transactions contemplated thereby does not purport to be complete, and is subject to, and qualified in its entirety by reference to, the full text of the Voting and Support Agreement, which is filed as [Exhibit 99.4](#) and incorporated herein by reference.

Except as described above, the Reporting Persons currently have no plans or proposals which relate to or would result in any of the matters listed in Item 4 (a) through (j) of Schedule 13D. The Reporting Persons reserve the right to develop such plans or proposals.

**ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.**

(a) and (b) The responses of the Reporting Persons to rows 7, 8, 9, 10, 11 and 13 on the cover pages of this Schedule 13D are incorporated herein by reference.

Samuel T. Chen and Fiona Chang each may be deemed to beneficially own 7,313,457 shares of Common Stock owned directly by Digital by virtue of the relationships described in Item 2(c).

Each of the Reporting Persons (other than Samuel T. Chen and Fiona Chang) disclaims beneficial ownership of the shares of Common Stock owned by any other Reporting Person. Samuel T. Chen and Fiona Chang each disclaims beneficial ownership of all shares of Common Stock held by any other Reporting Person other than Digital.

Each of Yi-Ting Chen, Yi-Chun Chen and Changbin Wang disclaims that they are members of a “group” within the meaning of Section 13(d)(3) of the Act, with each other or any other Reporting Person, except to the extent of commonality of the undertakings and purposes of the Voting and Support Agreement.

Each of Dr. Jin, V99, Digital, Samuel T. Chen and Fiona Chang disclaims that they are members of a “group” within the meaning of Section 13(d)(3) of the Act, with any Reporting Person other than themselves, except to the extent of commonality of the undertakings and purposes of the Voting and Support Agreement.

(c) No transactions in the Common Stock of the Issuer have been effected by the Reporting Persons during the 60 days preceding this Schedule 13D.

(d) There is no other person known to the Reporting Persons to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the shares of Common Stock held by such Reporting Person covered by this Schedule 13D.

(e) Not applicable.

**ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.**

The descriptions of the Merger Agreement, the Commitment Letter and the Voting and Support Agreement under Items 3 and 4 are incorporated herein by reference. Any summary of any of those agreements in this Schedule 13D does not purport to be complete and is qualified in its entirety by reference to the full text of those agreements.

To the best knowledge of the Reporting Persons, except (i) as provided herein and (ii) for equity incentive compensation arrangements between the Issuer and Dr. Jin and Samuel T. Chen, there are no other contracts, arrangements, understandings or relationships (legal or otherwise) among the Reporting Persons and between any of the Reporting Persons and any other person with respect to any securities of the Issuer, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, divisions of profits or loss, or the giving or withholding of proxies, or a pledge or contingency, the occurrence of which would give another person voting power over the securities of the Issuer.

**ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.**

The following documents are filed as exhibits:

<b>Exhibit Number</b>	<b>Description</b>
Exhibit 99.1	Joint Filing Agreement, dated as of November 10, 2020*
Exhibit 99.2	Commitment Letter, dated as of November 2, 2020, by and among H.P. Jin, Samuel T. Chen and Telenav Inc.*

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Exhibit 99.3 Agreement and Plan of Merger, dated as of November 2, 2020, by and among V99, Inc, ,a Delaware corporation, Telenav99, Inc., a Delaware corporation and Telenav Inc., a Delaware corporation (incorporated by reference to Exhibit 2.1 to Telenav, Inc's Form 8-K filed on November 2, 2020).

Exhibit 99.4 Voting and Support Agreement, dated as of November 2, 2020, by and among the Stockholders party thereto and Telenav Inc. (incorporated by reference to Exhibit 2.1.1 to Telenav, Inc.'s Form 8-K filed on November 2, 2020).

\* Filed herewith.



**SIGNATURES**

After reasonable inquiry and to the best of each of the undersigned's knowledge and belief, each of the undersigned, severally and not jointly, certifies that the information set forth in this Schedule 13D is true, complete and correct. Each of the undersigned also hereby agrees to file this Schedule 13D jointly pursuant to the Joint Filing Agreement listed on Exhibit 99.1 to this Schedule 13D.

Dated: November 10, 2020

/s/ H.P. Jin

H.P. Jin

Digital Mobile Venture Limited

By: /s/ Samuel T. Chen

Name: Samuel T. Chen

Title: Director

/s/ Samuel T. Chen

Samuel T. Chen

/s/ Fiona Chang

Fiona Chang

/s/ Yi-Ting Chen

Yi-Ting Chen

/s/ Yi-Chun Chen

Yi-Chun Chen

/s/ Changbin Wang

Changbin Wang

V99, Inc.

By: /s/ H.P. Jin

Name: H.P. Jin

Title: Chief Executive Officer

## DIRECTORS AND EXECUTIVE OFFICERS OF THE REPORTING PERSONS

DIGITAL MOBILE VENTURE LTD.

<u>Name and Position</u>	<u>Principal Occupation or Employment Name and Position and Principal Business Address*</u>	<u>Citizenship</u>	<u>Transactions effected during the past 60 days</u>
<b>Samuel T. Chen</b> (Director)	Digital Mobile Venture Ltd.	The Republic of China (Taiwan)	None
<b>Fiona Chang</b> (Director)	Digital Mobile Venture Ltd.	The Republic of China (Taiwan)	None

\* For each individual with a principal occupation at Digital, their position is listed below their name, and their principal business address is the address of Digital Mobile Venture Ltd. provided in Item 2b.

**Joint Filing Agreement**

This will confirm the agreement by and among all the undersigned regarding the Statement on Schedule 13D filed on the date hereof and any further amendments thereto with respect to the beneficial ownership by the undersigned of the shares of common stock, par value \$0.001 per share, of Telenav, Inc., a Delaware corporation (the "*Issuer*"), and such other securities of the Issuer that the undersigned may acquire or dispose of from time to time. This agreement is being filed on behalf of each of the undersigned in accordance with Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, as amended.

The undersigned further agree that each party hereto is responsible for the timely filing of such Statement on Schedule 13D and any further amendments thereto, and for completeness and accuracy of the information concerning such party contained therein, *provided* that no party is responsible for the completeness and accuracy of the information concerning the other parties, unless such party knows or has reason to believe that such information is inaccurate. The undersigned further agree that this agreement shall be included as an Exhibit to such joint filing.

This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures on following page.]

IN WITNESS WHEREOF, the undersigned have executed this Joint Filing Agreement as of November 10, 2020.

/s/ H.P. Jin

H.P. Jin

Digital Mobile Venture Limited

By: /s/ Samuel T. Chen

Name: Samuel T. Chen

Title: Director

/s/ Samuel T. Chen

Samuel T. Chen

/s/ Fiona Chang

Fiona Chang

/s/ Yi-Ting Chen

Yi-Ting Chen

/s/ Yi-Chun Chen

Yi-Chun Chen

/s/ Changbin Wang

Changbin Wang

V99, Inc.

By: /s/ H.P. Jin

Name: H.P. Jin

Title: Chief Executive Officer

CONFIDENTIAL

November 2, 2020

V99, Inc.  
21757 Congress Hall Ln.  
Saratoga, CA 95070  
Attention: H.P. Jin

## Commitment Letter

Ladies and Gentlemen:

1. V99, Inc., a Delaware corporation ("Parent" or "you") has advised Samuel T. Chen, an individual resident of The Republic of China, H.P. Jin, an individual resident of California, and Digital Mobile Venture Limited, a British Virgin Islands company (collectively, the "Commitment Parties"), that Parent plans to acquire all of the issued and outstanding equity interests in Telenav, Inc., a Delaware corporation ("Borrower"), by merger of Parent's wholly-owned subsidiary, Telenav99, Inc., a Delaware corporation ("MergerCo") with and into Borrower, with Borrower as the surviving corporation, in each case pursuant to a Merger Agreement in the form of Exhibit A hereto (as the same may be amended, restated, supplemented or otherwise modified from time to time in a manner not materially adverse to the Commitment Parties, the "Merger Agreement"; the transactions contemplated by the Merger Agreement, the "Merger Transactions" and, together with the transactions contemplated by the Annex 1 (the "Term Sheet"), including without limitation, the funding of the Credit Facilities on the Closing Date, the "Transactions"). For the avoidance of doubt, it is understood and agreed that (a) any decrease in the purchase price shall not be materially adverse to the Commitment Parties so long as any such decrease is applied ratably to reduce the aggregate amount of the Credit Facilities and (b) any increase in the purchase price shall not be materially adverse to the Commitment Parties so long as the amount of the Credit Facilities are not increased without the Commitment Parties' consent. Capitalized terms used herein without being herein defined shall have the meanings set forth in the Merger Agreement or in the Term Sheet, as applicable.

2. In order to finance the Merger Transactions, the Commitment Parties hereby commit, jointly and severally, to provide a senior, unsecured term loan facility (the "Credit Facilities"), in an aggregate principal amount equal to either (a) the sum of (i) the entire Merger Consideration (which on the date hereof is anticipated to equal \$250,000,000 less any amounts that would have been payable in respect of the Cancelled Shares held by the Purchaser Parties), (ii) all fees and expenses associated with the Transactions incurred by Parent, MergerCo or any of their respective Affiliates and required to be paid on the Closing Date by such party, and (iii) all amounts necessary to repay or prepay indebtedness required under the Merger Agreement to be repaid or prepaid on the Closing Date (such sum, the "Commitment Amount"), or (b) \$3,500,000, in the event the Parent Termination Fee is payable to Borrower under the Merger Agreement in accordance with a valid termination thereof (the "Termination Amount"), on the terms of the Term Sheet and subject solely to the satisfaction of the Exclusive Funding Conditions.

3. The Commitment Parties may arrange a syndicate of other financial institutions identified by the Commitment Parties in consultation with Parent (together with the Commitment Parties, the “Lenders”) that will participate in the Credit Facilities; provided, however, that the addition of such financial institutions shall not result in a reduction or termination of the commitments provided by the Commitment Parties hereunder. Notwithstanding anything to the contrary contained in this Commitment Letter, the Financing Documentation or any other letter agreement or undertaking concerning the Transactions, the Commitment Parties’ commitments hereunder are not conditioned upon the syndication of, or receipt of commitments in respect of, the Credit Facilities and the commencement or the completion of the syndication of the Credit Facilities shall not constitute a condition precedent to the funding or availability, as applicable, of all the Credit Facilities on the Closing Date.

4. The closing and funding of the Credit Facilities, solely with respect to the Commitment Amount, is subject solely to the satisfaction by Borrower or waiver by Parent of all conditions to closing set forth in Section 7.1 (solely with respect to Borrower ) and 7.2 of the Merger Agreement (the “Exclusive Funding Conditions”). Notwithstanding anything in this Commitment Letter, the Term Sheet, or the definitive documentation governing the Credit Facilities (collectively, the “Financing Documentation”) or any other letter agreement or other undertaking concerning the financing of the Merger Transactions to the contrary, (i) the only representations made by Borrower, the making of which shall be a condition to availability of the Credit Facilities on the Closing Date, shall be (A) such of the representations made by Borrower in the Merger Agreement as are material to the interests of Commitment Parties, but only to the extent that Purchaser Parties have the right (taking into account any applicable cure provisions) to terminate their obligations under the Merger Agreement (in accordance with the terms of the Merger Agreement) as a result of a breach of such representations in the Merger Agreement (collectively, the “Specified Merger Agreement Representations”) and (B) the Specified Representations and (ii) the terms of the Financing Documentation shall be in a form such that they do not impair the availability of the Credit Facilities on the Closing Date if the conditions set forth in this Section 4 are satisfied or waived by the Commitment Parties (this Section 4 and the provisions herein shall be referred to as the “Certain Funds Provisions”).

5. Each of the Commitment Parties hereby represents and warrants that (i) it has the financial capacity to fulfill its commitment under this Commitment Letter, and that all funds necessary for the Commitment Party to fulfill its commitment under this Commitment Letter shall be available to the Commitment Party for so long as this Commitment Letter shall remain in effect; (ii) it has the requisite power and authority to enter into and deliver this Commitment Letter and to perform its obligations hereunder; (iii) the execution, delivery and performance of this Commitment Letter by the Commitment Party has been duly and validly authorized and approved by all necessary organizational action by it; (iv) this Commitment Letter has been duly and validly executed and delivered by the Commitment Party and constitutes the valid and binding agreement of the Commitment Party, enforceable against such Commitment Party in accordance with its terms except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws relating to or affecting creditors’ rights and subject to general principles of equity; and (v) all consents, approvals, authorizations, permits of, filings with and notifications to, any governmental authority necessary for the due execution, delivery and performance of this Commitment Letter by such Commitment Party have been obtained or made, and no other action by, and no notice to or filing with, any governmental authority or regulatory body is required in connection with the execution, delivery or performance of this Commitment Letter.

6. This Commitment Letter, the Term Sheet and Annex 2 (collectively, the “Commitment Documents”) are delivered to Parent with the understanding that no Commitment Document, nor the substance thereof, shall be disclosed to any third party without Commitment Parties’ prior written consent, except (a) to Borrower and to Parent’s and Borrower’s officers, directors, employees, agents, accountants, legal advisors, and other advisors (on a confidential and need to know basis) (b) as required by law or any court or governmental agency, (c) as required in connection with Borrower’s filings with the Securities and Exchange Commission, (d) as required in connection with the enforcement hereof (provided, that Parent agrees to inform Commitment Parties promptly following any such permitted disclosure), and (e) to the extent any such information becomes publicly available other than by reason of disclosure by you, your affiliates or your representatives in violation of this Commitment Letter. The Commitment Documents are delivered to Parent solely for its benefit and may not be relied upon by any other person or entity, and nothing in this Commitment Letter is intended to confer any rights upon any other person or entity as to Commitment Parties’ commitments hereunder. For purposes of clarification, in the event of Commitment Parties’ failure to fund despite Borrower’s and Guarantors’ satisfaction of the conditions of the Certain Funds Provisions applicable to them, Borrower’s sole remedy will be to seek payment of the Parent Termination Fee.

7. Notwithstanding anything herein to the contrary, the parties hereto acknowledge and agree that Borrower is an express third party beneficiary of this Commitment Letter and the other Commitment Documents and shall be entitled to enforce this Commitment Letter (including, without limitation, with respect to any remedies provided for in Section 8) and the other Commitment Documents against the Commitment Parties as though a party hereto.

8. The parties hereto agree that irreparable damage, for which monetary damages would not be an adequate remedy, would occur in the event that any of the provisions of the Commitment Documents were not performed in accordance with their specific terms or were otherwise breached by the parties hereto (including, without limitation, the Commitment Parties’ failure to fund the Credit Facilities following satisfaction of the Exclusive Funding Conditions. It is accordingly agreed that the parties hereto (and any third party beneficiaries) shall be entitled to an injunction or injunctions, or any other appropriate forms of specific performance or equitable relief, to prevent breaches of the Commitment Documents and to enforce specifically the terms and provisions of the Commitment Documents in any court of competent jurisdiction, in each case in accordance with this Section 8, this being in addition to any other remedy to which they are entitled under the terms of the applicable Commitment Documents, at law, or in equity. Each party hereto accordingly agrees not to raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of such party under the Commitment Documents in accordance with the terms of this Section 8. Each party hereto further agrees that no other party or any other Person shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 8, and each of the parties hereto irrevocably waives any right it may have to require the obtaining, furnishing, or posting of any such bond or similar instrument.

9. The Commitment Parties' obligation to fund the Commitment Amount will terminate and expire upon the valid termination of the Merger Agreement in accordance with its terms.

10. The Commitment Documents constitute the entire understanding among the parties hereto with respect to the subject matter hereof and thereof and supersede any prior agreements, written or oral, with respect hereto or thereto. Each party hereto irrevocably and unconditionally submits to the non-exclusive jurisdiction of any New York state or federal court (in each case) sitting in the County of New York over any suit, action or proceeding arising out of or relating to the Commitment Documents. Service of any process, summons, notice or document in any suit, action or proceeding may be made by registered mail addressed to Parent or Commitment Parties, as appropriate, and each party hereto waives any claim that any such suit, action or proceeding has been brought in an inconvenient forum. A final judgment in any such suit, action or proceeding brought in any such court may be enforced in any other courts to whose jurisdiction a party hereto is or may be subject, by suit upon judgment. EACH COMMITMENT DOCUMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, FOR SUCH PURPOSE SECTIONS 5-1404 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

11. EACH OF THE UNDERSIGNED PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF OR IN CONNECTION WITH, ANY COMMITMENT DOCUMENT, AND ANY OTHER COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY OF THE UNDERSIGNED PARTIES IN CONNECTION WITH ANY COMMITMENT DOCUMENT. IN NO EVENT SHALL ANY PARTY TO THIS COMMITMENT LETTER BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES IN CONNECTION WITH THE TRANSACTION OR THE CREDIT FACILITIES, OR WITH OUR DELIVERY OF THE COMMITMENT LETTER AND RELATED DOCUMENTS.

12. This Commitment Letter may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this commitment letter by electronic mail or facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.



13. This Commitment Letter is a binding and enforceable agreement with respect to the subject matter herein, subject solely to the terms and conditions set forth herein. The parties hereto agree to negotiate in good faith the Financing Documentation, but the negotiation of the Financing Documentation is not a condition precedent to the funding of the Credit Facilities by the Commitment Parties on the Closing Date.

14. If Parent agrees with the foregoing, please sign and return to us the enclosed copy of this commitment letter no later than 5:00 p.m., New York time, on November 2, 2020. Commitment Parties' commitments, undertakings and agreements under the Commitment Documents will terminate at such time unless (a) a copy of this commitment letter, signed by Parent, has been delivered to Commitment Parties, and (b) Parent has made all payments required to be paid hereunder; provided, however, that any term or provision in the Commitment Documents to the contrary notwithstanding, all of Parent's obligations under the Commitment Documents in respect of indemnification, confidentiality and fee and expense reimbursement shall survive any termination or the expiration (including, without limitation, by the terms of this paragraph) of Commitment Parties' commitments, undertakings and agreements under the Commitment Documents.

We look forward to working with you.

Very truly yours,

/s/ Samuel T. Chen

Samuel T. Chen

/s/ H.P. Jin

H.P. Jin

DIGITAL MOBILE VENTURE LIMITED

By /s/ Samuel T. Chen

Name: Samuel T. Chen

Title: Director

Agreed to and Accepted:

V99, INC.

By /s/ H.P. Jin

Name: H.P. Jin

Title: CEO

DEBT TERM SHEET

Unless otherwise defined, terms used in this Debt Term Sheet have the meanings ascribed thereto in the commitment letter, dated November 2, 2020 (the "Commitment Letter"), to which this Debt Term Sheet is annexed.

<b>Borrower:</b>	Telenav, Inc., a Delaware corporation (the " <u>Borrower</u> ").
<b>Guarantors:</b>	V99, Inc., a Delaware corporation (" <u>Parent</u> "), and all subsidiaries of Borrower (with the term "subsidiary" and "subsidiaries" being deemed to include both direct and indirect material subsidiaries whether currently existing or hereafter organized or acquired) (collectively, the " <u>Guarantors</u> ").
<b>Administrative Agent and Syndication Agent:</b>	To be identified by Commitment Parties.
<b>Lenders:</b>	Commitment Parties and a group of financial institutions (collectively, the " <u>Lenders</u> ") as may be identified from time to time by the Commitment Parties.
<b>Closing Date:</b>	The date of the initial funding of the Credit Facilities.
<b>Credit Facilities:</b>	Senior, unsecured term loan facility.
<b>Term Loan:</b>	A single term loan advanced to Borrower on the Closing Date (the " <u>Term Loan</u> "). Once repaid, the Term Loan cannot be reborrowed.
<b>Commitment Amount:</b>	An amount equal to either (a) the sum of (i) the entire Merger Consideration (which on the date hereof is anticipated to equal \$250,000,000 less any amounts that would have been payable in respect of the Cancelled Shares held by the Purchaser Parties), (ii) all fees and expenses associated with the Transactions incurred by Parent, MergerCo or any of their respective Affiliates and required to be paid on the Closing Date by such party, and (iii) all amounts necessary to repay or prepay indebtedness required under the Merger Agreement to be repaid or prepaid on the Closing Date.
<b>Termination Amount:</b>	\$3,5000,000, in the event the Parent Termination Fee is payable to Borrower under the Merger Agreement in accordance with a valid termination thereof.
<b>Purpose:</b>	Proceeds of the Term Loan shall be used to refinance indebtedness required under the Merger Agreement to be paid off on the Closing Date and to finance the entire Merger Consideration and pay related fees and expenses.
<b>Final Maturity Date:</b>	The fifth anniversary of the Closing Date.

<b>Interest Rate:</b>	The Term Loan will bear interest at the Applicable Federal Rate as in effect on the Closing Date for loans of such size and tenor.
<b>Amortization:</b>	Commencing on the last day of the fourth fiscal quarter following the Closing Date, the Term Loans will amortize in equal quarterly installments in aggregate annual amounts equal to 1.00% of the original principal amount of the Term Loan during each year, with a final balloon payment equal to the balance of the original principal amount of the Term Loan payable on the Final Maturity Date.
<b>Optional Prepayments:</b>	The Term Loan shall be voluntarily payable without penalty or premium.
<b>Mandatory Prepayments:</b>	Customary for the type of transaction proposed, including, without limitation, change of control, initial public offering, certain asset sales and casualty events, and the incurrence of non-permitted indebtedness and others to be reasonably specified by the Commitment Parties, applied <u>pro rata</u> to the outstanding Term Loan [ratably in accordance with] the remaining amortization payments, and then to the repayment of the outstanding principal amount of the Term Loan.
<b>Security:</b>	None.
<b>Conditions Precedent to Initial Extensions of Credit:</b>	The initial borrowing of the Term Loan shall be subject solely to the Exclusive Funding Conditions.
<b>Specified Representations:</b>	Notwithstanding anything in this Commitment Letter, the Term Sheet, the Financing Documentation or any other letter agreement or other undertaking concerning the financing of the Merger Transactions to the contrary, the only representations relating to Borrower, its subsidiaries and their businesses the making of which shall be a condition to availability of the Credit Facilities on the Closing Date shall be (i) the Specified Merger Agreement Representations and (ii) the representations and warranties of Borrower set forth in the Financing Documentation relating to corporate power and authority (solely as they relate to due authorization, execution and delivery of the Financing Documentation), and the enforceability of the Financing Documentation against the Borrower (the " <u>Specified Representations</u> ").
<b>Representations and Warranties:</b>	Customary for the type of transaction proposed and others to be reasonably specified by the Commitment Parties.
<b>Affirmative Covenants:</b>	Customary for the type of transaction proposed and others to be reasonably specified by the Commitment Parties.
<b>Negative Covenants:</b>	Customary for the type of transaction proposed and others to be reasonably specified by the Commitment Parties.
<b>Financial Covenants:</b>	None.

**Events of Default:**

Customary for the type of transaction proposed and others to be reasonably specified by the Commitment Parties, including, without limitation, a cross-default to other indebtedness of Borrower and its subsidiaries or any Guarantor, and a change of control (to be defined).

**Miscellaneous:**

Customary for the type of transaction proposed, together with others to be reasonably specified by the Commitment Parties, including, without limitation, the following:

- (a) Customary indemnity provisions, including but not limited to compensation in respect of taxes (including, without limitation, gross-up provisions for withholding taxes).
- (b) Lenders will be permitted to assign Loans, notes and commitments. Any assignments of Revolving Loans and Revolving Loan Commitments shall require the consent of the Administrative Agent and the Borrower. Assignments of Revolving Loans and Revolving Loan Commitments shall (so long as no default or event of default shall have occurred and be continuing), also require Borrower's consent (not to be unreasonably withheld or delayed), unless the assignment is by Commitment Parties or made to another Lender or an affiliate of a Lender. Participations of Loans, notes and commitments shall be without restrictions and participants will have the same benefits as Lenders, and provision of information on Borrower; provided, that the right of participants to vote on amendments, waivers, etc. will be limited to certain customary issues such as, without limitation, extension of the final scheduled maturity date of the Loans participated in by such participant.
- (c) Terms of indemnification of Commitment Parties, each of Lenders and each of their respective affiliates, directors, officers, agents and employees (collectively, the "Indemnified Parties") from and against any losses, claims, damages, liabilities or other expenses customary for transactions of the type contemplated by this Term Sheet.

- (d) Payment by Borrower of all of the fees and out-of-pocket expenses of the Commitment Parties on terms customary for transactions of the type contemplated by this Term Sheet (including, without limitation, fees and expenses incurred in connection with the syndication of the Credit Facilities, the preparation of the Financing Documentation (and waivers or amendments thereto)), the “work-out” or restructuring of the obligations and enforcement by Lenders of their rights.
- (e) Amendments and waivers of the Financing Documentation will require the approval of Lenders holding more than 50% of the Loans and commitments, except that the consent of all Lenders shall be required with respect to certain customary issues.
- (f) Waiver of jury trial.
- (g) New York governing law; consent to New York jurisdiction.

Norton Rose Fulbright US LLP.

**Counsel to the Commitment Parties:**

Annex 1-4

INDEMNIFICATION PROVISIONS

Unless otherwise defined, terms used in this Annex 2 have the meanings ascribed thereto in the commitment letter, dated November 2, 2020 (the "Commitment Letter"), to which this Debt Term Sheet is annexed.

V99, Inc., a Delaware corporation ("Indemnitor") shall pay all of the Commitment Parties' fees, costs and expenses (including, without limitation, all out-of-pocket costs and expenses arising in connection with the syndication of the Credit Facilities and any due diligence investigation performed by the Commitment Parties, and the fees and expenses of Norton Rose Fulbright US LLP, special legal counsel to the Commitment Parties, and also of, without limitation, any local or foreign legal counsel) arising in connection with the negotiation, preparation, execution, delivery or administration of the Commitment Letter, the Term Sheets and the definitive Financing Documentation, and Indemnitor shall be obligated to pay such fees, costs and expenses whether or not definitive Financing Documentation is executed or delivered or the Transaction is consummated.

In addition, Indemnitor hereby indemnifies and holds harmless all Indemnified Parties (as defined below) from and against all Liabilities (as defined below). "Indemnified Party" shall mean the Commitment Parties and each other Lender, each affiliate of any of the foregoing and the respective directors, officers, agents and employees of each of the foregoing, and each other person controlling any of the foregoing within the meaning of either section 15 of the Securities Act of 1933, as amended, or section 20 of the Securities Exchange Act of 1934, as amended. "Liabilities" shall mean any and all losses, claims, damages, liabilities or other costs or expenses to which an Indemnified Party may become subject which arise out of or relate to or result from any transaction, action or proceeding to or connected with the Transaction. In addition to the foregoing, Indemnitor agrees to reimburse each Indemnified Party for all legal or other expenses incurred in connection with investigating, defending or participating in any action or other proceeding relating to any Liabilities (whether or not such Indemnified Party is a party to any such action or proceeding).