

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**Form 10-K/A**

(Amendment No. 1)

**ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2017

OR

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number 001-37840

**COMMERCEHUB, INC.**

(Exact name of Registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**7323**  
(Primary Standard Industrial  
Classification code number)

**81-1001640**  
(I.R.S. Employer  
Identification No.)

**201 Fuller Road, 6th Floor, Albany, New York 12203**  
(address of principal executive office, including zip code)

Registrant's telephone number, including area code: **(518) 810-0700**

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

**Title of each class:**

Series A common stock, par value \$0.01 per share  
Series C common stock, par value \$0.01 per share

**Name of each exchange on which registered:**

The NASDAQ Stock Market LLC  
The NASDAQ Stock Market LLC

Securities registered pursuant to Section 12(g) of the Act: **None.**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes  No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of Registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

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

Large accelerated filer  Accelerated filer  Non-accelerated filer  Smaller reporting company   
Emerging growth company

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

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

As of June 30, 2017, the last business day of the registrant's most recently completed second fiscal quarter, the aggregate market value of shares of the registrant's common stock held by non-affiliates of the registrant (based upon the closing sale per-share price of \$17.42 for our Series A common stock and \$17.44 for our Series C common stock, in each case on the Nasdaq Global Market, and \$17.40 for our Series B common stock on the OTC Markets) was

approximately \$711.4 million.

The number of outstanding shares of CommerceHub, Inc. common stock as of February 21, 2018 was:

|                                | <u>Series A</u> | <u>Series B</u> | <u>Series C</u> |
|--------------------------------|-----------------|-----------------|-----------------|
| CommerceHub, Inc. common stock | 13,599,641      | 707,567         | 29,199,753      |

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**EXPLANATORY NOTE**

The Registrant is filing this Amendment No. 1 on Form 10-K/A (this “Form 10-K/A”) to its Annual Report on Form 10-K for the fiscal year ended December 31, 2017 (the “2017 Form 10-K”) to include all of the Part III information required by applicable Securities and Exchange Commission (“SEC”) rules and regulations. Accordingly, the Registrant hereby amends and replaces in their entirety Items 10, 11, 12, 13 and 14 in the 2017 Form 10-K.

As required by Rule 12b-15, the Registrant’s principal executive officer and principal financial officer are providing Rule 13a-14(a)/15(d)-14(a) certifications. As required by Item 601(b)(10)(iii) of Regulation S-K, the Registrant is providing compensatory plans, contracts and arrangements in which any of the named executive officers of the Registrant participate and that were not previously filed as Exhibits to the 2017 Form 10-K. Accordingly, the Registrant hereby amends Item 15 in the 2017 Form 10-K to add such documents as Exhibits.

Except as described above, this Form 10-K/A does not amend, update or change any other items or disclosures in the 2017 Form 10-K, including any of the financial information disclosed in Parts II and IV of the 2017 Form 10-K, and does not purport to reflect any information or events subsequent to the filing thereof.

We refer to CommerceHub, Inc. as “CommerceHub,” the “Company,” “us,” “we” and “our” in this report.

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PART III

**Item 10. Directors, Executive Officers and Corporate Governance.**

**Directors**

Our board of directors currently consists of nine members, divided among three classes as follows:

| <b>Name</b>        | <b>Age</b> | <b>Class</b> | <b>Term Expiration</b> |
|--------------------|------------|--------------|------------------------|
| Mark Cattini       | 56         | I            | 2020 Annual Meeting    |
| David Goldhill     | 57         | I            | 2020 Annual Meeting    |
| Chad Hollingsworth | 41         | I            | 2020 Annual Meeting    |
| Richard N. Baer    | 61         | II           | 2018 Annual Meeting    |
| Michael P. Huseby  | 63         | II           | 2018 Annual Meeting    |
| Brian Wendling     | 45         | II           | 2018 Annual Meeting    |
| Betsy L. Morgan    | 49         | III          | 2019 Annual Meeting    |
| Francis Poore      | 51         | III          | 2019 Annual Meeting    |
| Luis Ubiñas        | 55         | III          | 2019 Annual Meeting    |

Set out below is certain background information for each of our directors, including the qualifications, skills and other background information that enable him or her to effectively and productively serve as a member of our board.

*Class I Directors*

**Mark Cattini** has served as a director of our Company and a member of our compensation committee since July 2016. Mr. Cattini has served as Chief Executive Officer of ClickSoftware Technologies Ltd. since February 2018. Previously, Mr. Cattini served as President and Chief Executive Officer of Autotask Corporation, a provider of IT management solutions, from November 2010 to December 2017. Prior to that, from 2000 to 2007, Mr. Cattini served as President and Chief Executive Officer of MapInfo Corporation (formerly Nasdaq: MAPS). Mr. Cattini brings to our board of directors years of experience in senior management and leadership of software companies.

**David Goldhill** has served as a director of our Company and a member of our audit committee since July 2016. Mr. Goldhill served as President and Chief Executive Officer of Game Show Network, LLC (“GSN”), a U.S. cable television network owned by Sony Pictures Entertainment and AT&T Entertainment Group, from August 2007 to August 2017. Mr. Goldhill offers our board of directors operational and financial experience stemming from his leadership positions over the years at GSN and other private companies.

**Chad Hollingsworth** has served as a director of our Company since July 2016 and as a member of our executive committee since July 2016. Mr. Hollingsworth has served as Senior Vice President of Qurate Retail, Inc. (“Qurate”), which was formerly known as Liberty Interactive Corporation (“Liberty Interactive”), and Liberty Media Corporation (“Liberty Media”) since January 2016 and as Senior Vice President of GCI Liberty, Inc. (“GCI Liberty”) since March 2018. Previously, he served as a Vice President of Liberty Interactive and Liberty Media (including its predecessor) from December 2011 to December 2015. He has served as a Senior Vice President of each of Liberty TripAdvisor Holdings, Inc. (“Liberty TripAdvisor”) and Liberty Broadband Corporation (“Liberty Broadband”) since January 2016, having previously served as a Vice President at each company from August 2014 to December 2015 and from November 2014 to December 2015, respectively. Mr. Hollingsworth has also served as a Senior Vice President of Liberty Expedia Holdings, Inc. (“Liberty Expedia”) since January 2017. He also has held various other positions with certain of these companies and their predecessors since January 2007. In addition, Mr. Hollingsworth has served as a director of ILG, Inc. (formerly known as Interval Leisure Group, Inc.) since February 2015. Mr. Hollingsworth provides our board of directors with a strong perspective on corporate development opportunities, strategy and investment evaluation.

*Class II Directors*

**Richard N. Baer** has served as a director of our Company since March 2016 and as chairman of our board

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of directors and a member of our executive committee since July 2016. Mr. Baer has served as Chief Legal Officer of Qurate, Liberty Media, Liberty TripAdvisor and Liberty Broadband since January 2016, of Liberty Expedia since March 2016 and of GCI Liberty since March 2018. He previously served as Senior Vice President and General Counsel of Liberty Interactive and Liberty Media from January 2013 to December 2015, Liberty TripAdvisor from July 2013 to December 2015 and Liberty Broadband from June 2014 to December 2015. Previously, Mr. Baer served as Executive Vice President and Chief Legal Officer of UnitedHealth Group Incorporated from May 2011 to December 2012. He served as Executive Vice President and General Counsel of Qwest Communications International Inc. from December 2002 to April 2011 and as its Chief Administrative Officer from August 2008 to April 2011. Mr. Baer brings to our board of directors significant legal, risk management, operational and executive leadership experience based on his present and previous senior leadership positions at various public companies.

**Michael P. Huseby** has served as a director of our Company, chair of our audit committee and a member of our compensation committee since July 2016. Mr. Huseby has served as Chief Executive Officer and Chairman of the Board of Barnes & Noble Education, Inc. since September 2017, and prior to that he served as its Executive Chairman and a director since August 2015. He served as a director of Charter Communications, Inc. (“Charter”) from May 2013 to May 2016 and of Barnes & Noble, Inc. (“Barnes & Noble”) from July 2013 to August 2015. Mr. Huseby served as a director of Cablevision Systems, Inc. from June 2000 to July 2001. Mr. Huseby served as Chief Executive Officer of Barnes & Noble from January 2014 to August 2015, as President from July 2013 to January 2014 and as Chief Financial Officer from March 2012 to July 2013. He was appointed Chief Executive Officer of NOOK Media LLC, a Barnes & Noble subsidiary, in July 2013. Previously, he served as Executive Vice President and Chief Financial Officer of Cablevision Systems Corporation from August 2004 to June 2011, and prior to that he served as Executive Vice President and Chief Financial Officer of Charter Communications, Inc. From December 1999 until November 2002, he served as Executive Vice President of AT&T Broadband Corporation. He also served as a Global Equity Partner of Arthur Andersen, where he worked for over 23 years. Mr. Huseby provides our board of directors with extensive financial and executive leadership experience gained over his 30-year career, in senior management positions with various public companies, including many in the retail and technology space, and as a partner of Arthur Andersen.

**Brian Wendling** has served as a director of our Company since July 2016. Mr. Wendling has served as Senior Vice President and Chief Financial Officer of Liberty TripAdvisor since January 2016, having previously served as Vice President and Controller from August 2014 to December 2015. He also has served as Senior Vice President and Controller of Qurate, Liberty Media and Liberty Broadband since January 2016, as a Senior Vice President of Liberty Expedia since March 2016 and as Senior Vice President and Controller of GCI Liberty since March 2018. He previously served as Vice President and Controller of Liberty Interactive from November 2011 to December 2015, Liberty Media (including its predecessor) from November 2011 to December 2015 and Liberty Broadband from October 2014 to December 2015. Prior to that, Mr. Wendling held various positions with Liberty Interactive, Liberty Media and their predecessors since 1999. Mr. Wendling has significant financial and executive leadership experience gained through his service with Liberty Interactive and Liberty Media (and their predecessors), and he brings a valuable perspective to our board of directors, focused in particular on the area of public company accounting and reporting.

### *Class III Directors*

**Betsy L. Morgan** has served as a director of our Company and chair of our compensation committee since July 2016. Ms. Morgan has served as Executive in Residence of LionTree, LLC since February 2016 and as a director of The Street, Inc. since September 2016. Previously, she served as President and Chief Executive Officer of TheBlaze Inc. from January 2011 to July 2015 and as Chief Executive Officer of The Huffington Post from October 2007 to June 2009. Prior to joining The Huffington Post, Ms. Morgan served in various positions at CBS. She also served as a director of CTPartners Executive Search Inc. from December 2010 to October 2015. Ms. Morgan provides our board of directors with significant strategic and executive leadership and management experience gained from service on the boards of various public and private companies and her leadership roles in numerous businesses.

**Francis Poore** founded our Company in 1997. He led our Company from initial concept through its establishment as an industry leader, selling the Company to an affiliate of the predecessor of Liberty Interactive in 2006. Mr. Poore then remained on the board of directors of the Company and returned to an active leadership role in January 2011, initially as our Chief Strategist until January 2013, and he has served as our Chief Executive Officer and President since January 2013. As CommerceHub’s founder and a leader in our complex and rapidly changing

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industry for 20 years, Mr. Poore brings to our board of directors extensive industry experience and a vital perspective on our business, history and culture. Mr. Poore’s knowledge and vision are an important asset to our board of directors in evaluating the landscape of our industry, technological initiatives and other important aspects of our business.

**Luis Ubiñas** has served as a director of our Company and a member of our audit committee since July 2016. Mr. Ubiñas has served as President of the Board of Trustees of the Pan American Development Foundation, which invests \$100 million in development projects in Central and South America and the Caribbean, since May 2015. Mr. Ubiñas also serves on several multilateral, governmental and nonprofit boards and advisory committees, including the Advisory Board of the United Nations Fund for International Partnerships and the Advisory Committee for the Export Import Bank of the United States. He is also a Trustee of the New York Public Library and the Statue of Liberty-Ellis Island Foundation. In the private sector, Mr. Ubiñas is Lead Director at Electronic Arts Inc., where he has also served on the audit committee, and a member of the Board of Directors of Boston Private Financial Holdings, Inc. and Shorelight Education. He also served as a director of Valassis Communications, Inc. from November 2012 to February 2014. Mr. Ubiñas served as President of the Ford Foundation (the “Foundation”) from January 2008 to September 2013. The Foundation is the second largest in the United States, operating worldwide with an endowment of \$12 billion. While at the Foundation, Mr. Ubiñas led a broad-based restructuring of the organization, including a strategic resetting of its programs to focus on social justice issues, reinvestment of over 80% of the endowment, and a rebuilding of facilities and systems. Prior to leading the Foundation, Mr. Ubiñas was a director at McKinsey & Company, leading the firm’s media practice on the West Coast. He served technology, telecommunications and media companies addressing the opportunities and challenges represented by the global growth of broadband and wireless technologies. Mr. Ubiñas spent 18 years with McKinsey & Company, serving in various positions. Mr. Ubiñas brings to our board of directors significant experience in business management, operations and executive leadership.

**Executive Officers**

Set forth below is a list of our executive officers and their positions with our Company followed by certain background information for each such executive officer other than Mr. Poore (who also serves as a director of our Company and whose background information is set forth above).

| Name              | Age | Title  |
|-------------------|-----|--|
| Francis Poore     | 51  | Founder, President and Chief Executive Officer   |
| Richard Jones     | 49  | Co-Founder and Chief Technology Officer  |
| John Hinkle       | 52  | Chief Information Officer, Chief Information Security Officer and Executive Vice President, Technical Operations |
| Michael Trimarchi | 38  | Chief Financial Officer, Chief Commercial Officer and Treasurer  |
| Douglas Wolfson   | 47  | General Counsel and Secretary  |

**Richard Jones** co-founded our Company, together with Mr. Poore, in 1997 and has served as our Chief Technology Officer since January 2013. He also served as our Executive Vice President, Operations from January 2013 to October 2016, and previously he served as our Chief Tactician from January 2011 to December 2012.

**John Hinkle** has served as our Chief Information Officer and Chief Information Security Officer since April 2015 and as our Executive Vice President, Technical Operations since October 2016. Previously, he served as our Executive Vice President, Production Systems from July 2013 to April 2015. Prior to that, he served as Chief Information Officer and Senior Vice President, North American Operations of Take-Two Interactive Software, Inc. from January 2011 to July 2013.

**Michael Trimarchi** has served as our Chief Financial Officer and Treasurer since December 2017 and as our Chief Commercial Officer since May 2017. Prior to that, he served as our Chief Accounting Officer from May 2016 to May 2017. Previously, he served as Interim Chief Financial Officer of AngioDynamics, Inc. from November 2015 to May 2016, and prior to that he served as its Vice President and Global Controller from August 2014 to November 2015 and Director, Corporate FP&A from July 2013 to August 2014. He served as Vice President, Corporate FP&A of Vistaprint N.V. (now Cimpress N.V.) from January 2013 to July 2013.

**Douglas Wolfson** has served as our General Counsel since March 2014 and as our Secretary since October 2014. Previously, he served as Associate General Counsel of Infor Global Solutions from March 2006 to March

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2014, and prior to that he served as Associate General Counsel of Geac Computer Corporation from August 2004 to March 2006.

Our executive officers serve in their capacities as such until their respective successors have been duly elected and have been qualified, or until their earlier death, resignation, disqualification or removal from office. There is no family relationship between any of our executive officers or directors, by blood, marriage or adoption. During the past ten years, none of our executive officers or directors has had any involvement in such legal proceedings as would be material to an evaluation of his ability or integrity.

**Section 16(a) Beneficial Ownership Reporting Compliance**

Section 16(a) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), requires our executive officers and directors, and persons who own more than 10 percent of a registered class of our equity securities, to file reports of ownership and changes in ownership with the SEC. These persons are further required by SEC regulation to furnish us with copies of all such reports that they file. Based solely on a review of such reports that have been furnished to us during the year ended December 31, 2017 and certain written representations made to us by our executive officers and directors, we believe that, during the year ended December 31, 2017, all Section 16(a) filing requirements applicable to our executive officers, directors and greater than 10-percent beneficial owners were met.

**Code of Ethics**

We have adopted a code of business conduct and ethics (our “code of ethics”) that applies to all of our employees, including our executive officers, and our directors. Our code of ethics constitutes our Company’s “code of ethics” within the meaning of Section 406 of the Sarbanes-Oxley Act of 2002 and is available on the Corporate Governance page of our Investor Relations website at *ir.commercehub.com*.

**Audit Committee and Audit Committee Financial Expert**

Our board of directors has established an audit committee, whose chair is Mr. Huseby and whose other members are Messrs. Goldhill and Ubiñas, each of whom is independent. Our board has also determined that Mr. Huseby qualifies as our “audit committee financial expert” under applicable SEC rules and regulations.

**Item 11. Executive Compensation.**

**EXECUTIVE COMPENSATION**

This section sets forth information relating to, and an analysis and discussion of, compensation that our Company paid to the following persons (collectively, our “named executive officers”):

- Francis Poore, our Founder, President and Chief Executive Officer;
- Michael Trimarchi, our Chief Financial Officer, Chief Commercial Officer and Treasurer;
- Richard Jones, our Co-Founder and Chief Technology Officer;
- John Hinkle, our Chief Information Officer, Chief Information Security Officer and Executive Vice President, Technical Operations;
- Douglas Wolfson, our General Counsel and Secretary;
- Mark Greenquist, our former Chief Financial Officer and Treasurer;
- Gary Nafus, our former Chief Revenue Officer; and
- Bill Kong, our former Executive Vice President, Products and Services.

Mr. Poore is our principal executive officer, Mr. Trimarchi is our principal financial officer, and Messrs. Jones, Hinkle and Wolfson are executive officers of our Company. Mr. Greenquist served as our Chief Financial Officer and Treasurer until December 14, 2017, following which he remained with our Company in a non-officer advisory capacity through December 31, 2017. Mr. Nafus served as our Chief Revenue Officer from April 3, 2017 until October 30, 2017. Mr. Kong served as our Executive Vice President, Products and Services until September 19, 2017.

**Compensation Discussion and Analysis**

*Overview*

The compensation committee of our board of directors has responsibility for overseeing the compensation of our named executive officers and ensuring that their compensation packages are consistent with our compensation objectives. In furtherance of this purpose, our compensation committee considers and approves all components of the named executive officers’ compensation packages, including periodic corporate goals and objectives upon which compensation decisions are made. The compensation committee also administers the CommerceHub, Inc. Second Amended and Restated 2016 Omnibus Incentive Plan (the “incentive plan”) with respect to equity awards granted to our named executive officers. Unless otherwise noted, all equity awards granted to our named executive officers are governed by the incentive plan.

*Compensation Philosophy*

The following guiding principles are used to guide the design of our executive compensation program:

- support the attainment of our short- and long-term financial and strategic objectives and reward executives for growth in sustainable stockholder value;
- be performance-based, with variable pay constituting a significant portion of the target total compensation opportunity;
- provide differentiated pay based on executives’ contributions to our performance, as well as their skill and role within our Company;

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- align management’s interests with stockholders by tying realized compensation directly to changes in stockholder value and encouraging significant accumulation of stock ownership among senior executives;
- attract, retain and motivate highly skilled executives by providing competitive compensation opportunity relative to other companies in our industry and with which we compete for executive talent;
- maximize the financial efficiency of the overall program from tax, accounting and cash flow perspectives; and
- embrace incentive program design and corporate governance best practices to the extent they are supportive of the above objectives.

In general, our compensation committee believes that an executive’s target cash compensation and target total direct compensation should be reasonable in relation to, and competitive with, the median compensation paid to similarly situated executives at comparable companies in our industry. We define “target cash compensation” as base salary and target bonus opportunity, and we define “target total direct compensation” as target cash compensation plus the expected value of long-term incentives. However, competitive positioning for individual executives may vary above or below the median based on executive-specific factors, such as tenure, experience, proficiency in role and criticality to our Company. Our executives’ actual compensation, which consists of their respective base salaries, earned annual bonuses and the value realized upon vesting or exercise of long-term incentive awards, will vary above or below target based on our financial and stock price performance.

### *Role of Chief Executive Officer and Chief Financial Officer in Compensation Decisions*

As a general matter, our Chief Executive Officer provides recommendations to the compensation committee with respect to all elements of compensation proposed to be paid to the other named executive officers in conjunction with his evaluation of their performance. Mr. Poore participated in the compensation committee’s discussions with respect to the performance of Messrs. Trimarchi, Jones, Hinkle, Wolfson, Greenquist, Nafus and Kong. For additional information regarding our named executive officers’ compensation packages, see “□Elements of 2017 Executive Compensation” below.

With respect to certain performance-based equity awards granted to Messrs. Poore and Jones in 2011 that were converted, in connection with our spin-off (the “Spin-Off”) from Liberty Interactive (our former parent company), into options to purchase shares of our Series C common stock (“CHUBK”), our then-Chief Financial Officer reviewed our Company’s performance against the revenue milestone established for such awards to determine whether these awards had vested. For additional information regarding the vesting of these awards, see “□Elements of 2017 Executive Compensation□Equity Incentive Compensation□Vesting of Converted CEO Award and Converted 2011 CTO Award” below. In addition, our then-Chief Financial Officer also reviewed and discussed the design of our Company’s 2017 executive bonus program with the compensation committee. For additional information regarding our 2017 executive bonus program, see “□Elements of 2017 Executive Compensation□2017 Executive Bonus Program” below.

### *Role of Compensation Consultants*

Prior to the Spin-Off and before the compensation committee had been appointed, our management engaged Compensia, Inc. (“Compensia”), our prior compensation consultant, to provide independent advice on identifying our peer group companies for compensation benchmarking, executive compensation levels and incentive program design. In connection with these services, Compensia assisted us with identifying our peer companies, taking into account our Company’s focus on the supply chain technology and cloud-based software industries, our range of financial performance metrics and our aggregate market capitalization, and selecting those companies that most closely correlate to our business and operations. Accordingly, the companies in our peer group are set forth below:

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|                   |                   |             |              |
|-------------------|-------------------|-------------|--------------|
| Actua             | Benefitfocus      | Instructure | Q2 Holdings  |
| American Software | Callidus Software | MINDBODY    | Qualys       |
| Apigee            | ChannelAdvisor    | Model N     | SciQuest     |
| AppFolio          | Demandware        | New Relic   | SPS Commerce |
| Bazaarvoice       | Five9             | Paylocity   |              |

Compensia also assisted us with structuring our employee stock purchase plan and the incentive plan, and provided input on various other compensation matters with respect to our executive team. Compensia also provided information to us regarding chief executive officer compensation at the other supply chain technology and cloud-based software companies listed below in connection with our entry into a new employment agreement with our Chief Executive Officer in June 2016.

Following the Spin-Off, the compensation committee engaged Frederic W. Cook & Co., Inc. (“FW Cook”) to advise on executive compensation and various aspects of our long-term incentive program. FW Cook reviewed and confirmed the above peer group was a reasonable group to use. As it related to 2017, FW Cook assisted the committee in the development of the nonemployee director compensation program and nonemployee director stock ownership guidelines, establishing the design of the 2017 annual bonus program, the determination of 2017 target total direct compensation levels and the amount of the 2017 performance bonus (paid in 2018). During 2017, FW Cook also conducted a review of the Company’s aggregate long-term incentive grants (including share usage, overhang and aggregate grant value), conducted a review of the Company’s regular and change-in-control severance practices, conducted a compensation risk assessment and reported on executive compensation trends and regulatory developments.

Other than generally seeking to make executive compensation reasonable in relation to, and competitive with, the median compensation paid to similarly situated executives at comparable companies in our industry, the compensation committee has not applied specific benchmarking parameters that formed the basis for any of the named executive officers’ employment arrangements. Rather, the compensation committee has incorporated competitive market data received from Compensia and FW Cook, including as to the compensation paid by the peer companies described above, into the compensation committee’s total mix of information (including its members’ general business and industry knowledge and experience and its evaluation of each named executive officer’s job performance) in establishing what the compensation committee believed to be reasonable and competitive variable elements of each named executive officer’s compensation package.

*Setting Executive Compensation*

In making its compensation decisions for each named executive officer, our compensation committee considers, among other factors, the following:

- each element of the named executive officer’s compensation, including base salary, bonus, equity compensation, perquisites and other personal benefits;
- our financial performance compared to internal forecasts and budgets; and
- the scope of the named executive officer’s responsibilities and his execution of those responsibilities.

*Elements of 2017 Executive Compensation*

For 2017, the principal components of compensation for our named executive officers were:

- base salary;
- annual performance-based bonuses;
- equity incentive compensation;
- limited perquisites and personal benefits, including matching contributions in the CommerceHub 401(k) Plan and health and welfare benefits; and

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- for Messrs. Greenquist, Nafus and Kong, severance payments.

A summary of each element of our compensation program is set forth below. We believe that each element complements the others and that collectively they serve to achieve our compensation objectives.

### Base Salary

We provide competitive base salaries to attract and retain highly skilled executives. We believe that a competitive base salary is an important component of compensation, as it provides a degree of financial stability for executives. The base salary level of each named executive officer is generally determined based on the responsibilities performed by such officer, his experience, overall effectiveness and demonstrated leadership ability and competitive market factors. Messrs. Poore and Jones each received the base salary provided for in his respective employment agreement and did not receive a base salary increase in 2017. Mr. Trimarchi was promoted to the role of Chief Commercial Officer on May 9, 2017. In connection with that promotion, the compensation committee increased Mr. Trimarchi's annual base salary 16.7% to \$350,000. In December 2017, Mr. Trimarchi was promoted to the additional roles of Chief Financial Officer and Treasurer. In connection with that promotion, the compensation committee increased Mr. Trimarchi's annual base salary 4.3% to \$365,000. In recognition of the favorable 2016 performance of Messrs. Hinkle and Wolfson, and taking into account their respective market data, they each received a 3.6% increase in base salary to \$285,000, effective April 1, 2017. Additionally, in May 2017, in connection with certain internal organizational changes and Mr. Hinkle's assumption of responsibility for our Company's software engineering organization, the compensation committee increased Mr. Hinkle's base salary 14.0% to \$325,000. Messrs. Greenquist and Kong did not receive salary increases in 2017, and Mr. Nafus' 2017 offer letter provided for an annual base salary of \$350,000.

### 2017 Executive Bonus Program

In March 2017, our compensation committee adopted a 2017 performance-based cash bonus program for our executives (the "2017 executive bonus program"), including Messrs. Poore, Trimarchi, Jones, Hinkle, Wolfson, Greenquist and Kong. The 2017 executive bonus program was intended to comply with Section 162(m) of the Internal Revenue Code of 1986, as amended (the "Code"). While Mr. Greenquist's role as Chief Financial Officer and Treasurer of our Company ended on December 14, 2017, we employed him in a non-officer advisory capacity through December 31, 2017, and pursuant to the separation and release agreement between him and our Company, Mr. Greenquist remained eligible to earn a cash bonus under the 2017 executive bonus program. See "—Executive Compensation Arrangements—Mark Greenquist" below. Mr. Nafus was also eligible to participate in the 2017 executive bonus program and had received a \$121,875 advance on his annual bonus when he started with CommerceHub in April 2017 pursuant to his offer letter. However, following his departure from CommerceHub in October 2017, he was no longer eligible to receive any additional portion of his performance bonus under the 2017 executive bonus program. See "—Executive Compensation Arrangements—Gary Nafus" below. While Mr. Kong had been eligible to participate in the 2017 executive bonus program, he did not receive a performance-based bonus due to his departure from CommerceHub in September 2017. See "—Executive Compensation Arrangements —Bill Kong" below.

Pursuant to the 2017 executive bonus program, our compensation committee assigned a target annual bonus amount to each participant equal to a percentage of the employee's annual base salary, which percentage was based on the employee's position and responsibilities. The named executive officers' 2017 target annual bonus amounts set by our compensation committee in March 2017 were: Mr. Poore - \$400,000 or 100% of his base salary; Mr. Trimarchi - \$180,000 or 60% of his base salary; Mr. Jones - \$150,000 or 50% of his base salary; Mr. Hinkle — \$128,250 or 45% of his base salary; Mr. Wolfson - \$128,250 or 45% of his base salary; and Mr. Greenquist - \$262,500 or 75% of his base salary, in each case subject to 100% achievement of performance goals. Mr. Poore's target annual bonus for 2017 had increased from 75% of his base salary to 100% of his base salary pursuant to the terms of his current employment agreement, as described in "□Executive Compensation Arrangements□Francis Poore" below. In March 2017, our compensation committee determined (i) to increase Mr. Jones's target annual bonus for 2017 from 33% of his base salary to 50% of his base salary based on market data and internal equity considerations relative to the Company's other executives and (ii) to increase Mr. Hinkle's target annual bonus for 2017 from 40% to 45% in recognition of his favorable 2016 performance and taking into account market data. Our other named executive officers' target annual bonuses, as a percentage of base salary, did not change for 2017 as compared to 2016.

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On May 9, 2017, Mr. Trimarchi was promoted to the role of Chief Commercial Officer. In connection with that promotion, the compensation committee increased his annual bonus target to \$262,500 or 75% of base salary. In December 2017, Mr. Trimarchi was further promoted to the role of Chief Financial Officer and Treasurer in addition to his role as Chief Commercial Officer. In connection with that promotion, the compensation committee increased Mr. Trimarchi's annual bonus target to \$292,000 or 80% of base salary. However, as the change occurred late in the year, our compensation committee did not utilize the increased rate for determining Mr. Trimarchi's 2017 bonus payout. Also, in May 2017, in connection with certain internal organizational changes and Mr. Hinkle's assumption of responsibility for our Company's software engineering organization, the compensation committee increased Mr. Hinkle's annual bonus target to \$162,500 or 50% of base salary.

Bonus payouts under the 2017 executive bonus program could range from 0% to 150% of target, based on our Company's performance relative to pre-established goals for revenue and Adjusted EBITDA (as defined in our Annual Report on Form 10-K for the year ended December 31, 2016 (the "2016 Annual Report")), weighted 60% and 40%, respectively, for the year ended December 31, 2017, which could then be adjusted up or down by the compensation committee based on a discretionary determination of individual performance. Each metric was assigned a threshold, target and maximum performance level, with corresponding payouts for each metric of 0% of target, 100% of target and 150% of target, respectively, provided that Adjusted EBITDA performance below threshold would result in no bonus payouts under the 2017 executive bonus program regardless of revenue performance, while revenue performance below threshold would result in no payout for the revenue metric but would not prevent potential payouts under the Adjusted EBITDA metric. More specifically, with regard to the performance levels, (i) threshold revenue and Adjusted EBITDA levels were set at \$105.2 million and \$37.8 million, respectively, (ii) target revenue and Adjusted EBITDA levels were set at \$112.0 million and \$44.6 million, respectively, and (iii) maximum revenue and Adjusted EBITDA levels were set at \$118.8 million and \$51.4 million, respectively. Linear interpolation applied for performance on each metric between threshold and target and target and maximum performance levels, provided that no more than 45% of incremental Adjusted EBITDA above the target Adjusted EBITDA level was permitted to be paid out under the 2017 executive bonus program. In addition, in order for any named executive officer to be eligible to receive any bonus under the 2017 executive bonus program, CommerceHub had to achieve at least 50% of threshold revenue and Adjusted EBITDA.

Adjusted EBITDA for purposes of the 2017 executive bonus program was calculated based on the definition of Adjusted EBITDA reported in our 2016 Annual Report, further adjusted for (i) costs related to CommerceHub's 2017 restructuring process to consolidate software development and other corporate activities in its Albany, New York headquarters and (ii) incremental, unbudgeted audit expenses resulting from CommerceHub's loss of "emerging growth company" status and the corresponding need for an integrated audit pursuant to the Sarbanes-Oxley Act of 2002. For 2017, the Company achieved \$111.1 million of revenue and \$50.5 million of Adjusted EBITDA based on the foregoing definition and before payouts for bonus compensation. After determining the funding of the 2017 executive bonus program based on the foregoing results, the eligible named executive officers' bonus payments, other than Mr. Greenquist's bonus payment, could then be adjusted up or down at the discretion of our compensation committee and, for named executive officers other than our Chief Executive Officer, upon the recommendation of our Chief Executive Officer.

In February 2018, after considering the Company's actual 2017 revenue and Adjusted EBITDA (on a pre-bonus and post-bonus basis), the compensation committee approved the funding of the 2017 executive bonus program at 109.5% of the target bonus pool as a result of the Company's performance. In March 2018, the compensation committee approved bonus payments to our eligible named executive officers, Messrs. Poore, Trimarchi, Jones, Hinkle, Wolfson and Greenquist, at 109.5% of each individual's target bonus amount in light of our Company's performance during 2017. While Mr. Jones' employment agreement provides for an annual bonus of up to a maximum of 50% of base salary, or \$150,000, the compensation committee approved a bonus payment at 109.5% of his target bonus, or \$164,250, based on the recommendation of Mr. Poore that Mr. Jones receive a bonus payment in line with the other named executive officers and in light of our Company's performance during 2017. These payments under the 2017 executive bonus program are included in the "Summary Compensation Table" below.

### *Equity Incentive Compensation*

Consistent with our compensation philosophy, we seek to align the interests of our named executive officers with those of our stockholders by awarding equity-based incentive compensation, ensuring that our executives have a continuing stake in the long-term success of our Company.

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The incentive plan is designed to provide additional remuneration to officers and employees of our Company, our nonemployee directors and independent contractors, and to encourage their investment in our capital stock, thereby increasing their proprietary interest in our business. Non-qualified stock options, stock appreciation rights (“SARs”), restricted shares, restricted stock units (“RSUs”), cash awards, performance awards or any combination of the foregoing may be granted under the incentive plan. The incentive plan is administered by our compensation committee with respect to equity awards granted to our named executive officers.

### 2017 Equity Awards

Our compensation committee has implemented an annual equity grant program, with grants in March of each year, and further determined to grant equity awards to our named executive officers in 2017 consisting of 50% stock options and 50% time-vesting RSUs (on a value basis). The committee adopted this mix of awards, as opposed to others, because it aligned most closely to the Company’s peer group and because of the committee’s belief that this mix best promotes stockholder value creation by balancing accountability for stock price appreciation through the use of stock options with the strong retention value and lower dilution levels of RSUs. When our compensation committee awards stock options, the exercise price always equals the fair market value of the underlying shares of common stock on the date of grant, measured by reference to the closing sale price on the grant date.

In March 2017, as part of our annual equity award grant program previously approved by our compensation committee as part of our equity award grant policy, which is described in more detail below under “—Equity Award Grant Policy,” our compensation committee approved the following grants to our named executive officers: 61,103 stock options and 26,840 RSUs to Mr. Trimarchi, 43,645 stock options and 19,171 RSUs to Mr. Hinkle, 48,882 stock options and 21,472 RSUs to Mr. Wolfson, 56,913 stock options and 25,000 RSUs to Mr. Greenquist, and 34,916 stock options and 15,337 RSUs to Mr. Kong, in each case relating to CHUBK shares. Each of the grants vests in equal annual installments on the first four anniversaries of the March 15, 2017 grant date, subject to the grantee being employed by us on the applicable vesting date. The stock options have an exercise price of \$16.30 and expire on March 15, 2027. Mr. Poore and Mr. Jones did not receive any new equity awards during 2017 because they had received multi-year equity awards in connection with their entry into new employment agreements with our Company in July 2016. For additional information regarding Mr. Poore and Mr. Jones’s outstanding multi-year equity awards, see “□Executive Compensation Arrangements—Francis Poore,” “□Executive Compensation Arrangements—Richard Jones” and the “□Outstanding Equity Awards at Fiscal Year End” table below.

In connection with Mr. Nafus joining our Company as Chief Revenue Officer in April 2017, he received grants of 45,264 stock options and 59,162 RSUs, in each case relating to CHUBK shares and a portion of which reflected a “make-whole” for equity interests forfeited in connection with leaving his previous employer. These awards were scheduled to vest in equal annual installments on the first four anniversaries of Mr. Nafus’s April 3, 2017 employment start date, subject to Mr. Nafus being employed by us on the applicable vesting date. The stock options had an exercise price of \$16.48 and were scheduled to expire on May 10, 2027. None of Mr. Nafus’s stock options or RSUs vested prior to his departure from CommerceHub in October 2017, and all such awards were cancelled upon such departure.

In May 2017, in connection with certain internal organizational changes and Mr. Hinkle’s assumption of responsibility for our Company’s software engineering organization, our compensation committee granted him 4,400 stock options and 1,903 RSUs, in each case relating to CHUBK shares. These awards vest in equal annual installments on the first four anniversaries of the May 25, 2017 grant date, subject to Mr. Hinkle being employed by us on the applicable vesting date. The stock options have an exercise price of \$17.34 and expire on May 25, 2027.

### Vesting of Converted CEO Award and Converted 2011 CTO Award

In 2011, Mr. Poore and Mr. Jones received awards of SARs that were subject to performance-based vesting conditions. In connection with the Spin-Off, Mr. Poore’s SARs were converted into stock options to purchase 763,593 CHUBK shares at an exercise price of \$2.65 per share (the “Converted CEO Award”), and Mr. Jones’s SARs were converted into stock options to purchase 174,535 CHUBK shares at an exercise price of \$2.66 per share (the “Converted 2011 CTO Award,” and, together with the Converted CEO Award, the “Converted Awards”), in each case pursuant to the antidilution provisions in the Commerce Technologies, Inc. 2010 Stock Appreciation Rights Plan (the “2010 SAR plan”). The Converted Awards were issued pursuant to the CommerceHub, Inc. Legacy Stock Appreciation Rights Plan (the “legacy SAR plan”). Vesting of the Converted Awards remained subject to our

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Company's achievement of a trailing twelve-month adjusted revenue milestone of \$100,867,785. For purposes of the Converted Awards, adjusted revenue was defined as the revenue of the Company and its subsidiaries calculated in accordance with the methodology used by Commerce Technologies, Inc. ("CTI") (the entity through which we transacted prior to the Spin-Off) as of January 1, 2013 except that "revenue" would be counted toward the milestone on the date that the Company sends an invoice (or analogous document(s)) to a customer for non-refundable cash payment, regardless of the revenue recognition policies of the Company. In January 2017, our then-Chief Financial Officer certified achievement of the milestone based on our Company's adjusted revenue for the 12 months ended December 31, 2016, which resulted in full vesting of the Converted Awards. The other terms of these awards are governed by the legacy SAR plan.

### *Severance Payments and Other Payments Related to Employment Terminations*

On December 14, 2017, we entered into a separation and release agreement with Mr. Greenquist that provided for (i) a severance payment of \$350,000, (ii) payment for accrued but unused vacation time and (iii) reimbursement for continued health care coverage pursuant to COBRA until the date that he receives equivalent coverage from a new employer or December 31, 2018, in exchange, in part, for a general release of claims. Mr. Greenquist also remained eligible to earn a cash bonus under our 2017 executive bonus program. Pursuant to the agreement, Mr. Greenquist's role as Chief Financial Officer and Treasurer of the Company ended effective immediately, following which he remained with the Company in a non-officer advisory capacity through December 31, 2017.

We entered into a separation and release agreement with Mr. Nafus, dated as of October 26, 2017, in connection with his departure from CommerceHub effective October 30, 2017. The agreement provided for (i) a severance payment of \$160,000, (ii) payment for accrued but unused vacation time and (iii) reimbursement for continued health care coverage pursuant to COBRA until the date that he receives equivalent coverage from a new employer or November 30, 2018, in exchange, in part, for a general release of claims. In addition, Mr. Nafus was permitted to retain the advance on his 2017 bonus that had been paid to him at the start of his employment with our Company.

We entered into a separation and release agreement with Mr. Kong, dated as of September 25, 2017, in connection with his departure from CommerceHub effective September 19, 2017. The agreement provided for (i) a severance payment of \$271,477, (ii) payment for accrued but unused vacation time and (iii) reimbursement for continued health care coverage pursuant to COBRA through September 30, 2018, in exchange, in part, for a general release of claims.

### *Perquisites and Other Personal Benefits*

For the year ended December 31, 2017, the limited perquisites and personal benefits provided to our named executive officers consisted generally of life insurance premiums, 401(k) matching contributions and participation in our health and welfare benefit plans, which are also available on the same basis to all of our full-time employees. Executives bear all taxes associated with benefits/perquisites, with no gross-up provided by the Company.

### *Deductibility of Executive Compensation*

In developing the 2017 compensation packages for the named executive officers, the deductibility of executive compensation under Section 162(m) of the Code was considered. That provision prohibits the deduction of compensation of more than \$1 million paid to certain executives, subject to certain exceptions. For 2017 and prior years, one exception was for performance-based compensation, including stock options granted under the incentive plan, although in order to maintain flexibility in making compensation decisions, our compensation committee did not adopt a policy requiring all compensation to be deductible under Section 162(m) of the Code. Following the enactment of the Tax Cuts and Jobs Act of 2017, beginning with the 2018 calendar year, the executives potentially affected by the limitations of Section 162(m) of the Code have been expanded and there is no longer any exception for qualified performance-based compensation. Although some performance-based awards will not result in a compensation deduction until after 2017, we believe the transition rules in effect for binding contracts in effect on November 2, 2017 should continue to allow certain of these awards, including awards granted pursuant to the incentive plan after the Spin-Off and before November 2, 2017, to maintain their exemption from the \$1 million annual deduction limitation.

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for so long as such contracts are not materially modified. However, portions of the compensation we pay to the named executive officers may not be deductible due to the application of Section 162(m) of the Code. Our compensation committee believes that the lost deduction on compensation payable in excess of the \$1 million limitation for the named executive officers is not material relative to the benefit of being able to attract and retain talented management.

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**Summary Compensation Table**

| <b>Name and Principal Position (as of 12/31/17)</b>   | <b>Year</b> | <b>Salary (\$)</b> | <b>Bonus (\$)</b> | <b>Stock Awards (\$)</b> | <b>Option Awards (\$)(1)</b> | <b>Non-Equity Incentive Plan Compensation (\$)</b> | <b>All Other Compensation (\$)(2)(3)</b> | <b>Total (\$)</b> |
|---|-------------|--------------------|-------------------|--------------------------|------------------------------|--|--|-------------------|
| <b>Francis Poore</b><br>President and Chief Executive Officer   | 2017        | 400,000            | □                 | □                        | □                            | 438,000  | 16,248                                   | 854,248           |
|   | 2016        | 385,457            | □                 | □                        | 12,177,842                   | 150,000  | 66,923(4)                                | 12,780,222        |
|   | 2015        | 369,048            | □                 | □                        | □                            | 165,973  | 15,951                                   | 550,972           |
| <b>Michael Trimarchi(5)</b><br>Chief Financial Officer, Chief Commercial Officer and Treasurer  | 2017        | 329,507            | □                 | 437,492                  | 437,497                      | 287,438  | 16,248                                   | 1,508,182         |
|   | 2016        | n/a                | n/a               | n/a                      | n/a                          | n/a  | n/a                                      | n/a               |
|   | 2015        | □                  | □                 | □                        | □                            | □  | □  | □                 |
| <b>Richard Jones(6)</b><br>Chief Technology Officer   | 2017        | 300,000            | 14,250            | □                        | □                            | 150,000  | 16,248                                   | 480,498           |
|   | 2016        | 279,857            | □                 | □                        | 3,549,353                    | 90,300   | 15,948                                   | 3,935,458         |
|   | 2015        | n/a                | n/a               | n/a                      | n/a                          | n/a  | n/a                                      | n/a               |
| <b>John Hinkle(5)</b><br>Chief Information Officer, Chief Information Security Officer and Executive Vice President, Technical Operations | 2017        | 305,417            | □                 | 345,485                  | 345,498                      | 177,938  | 16,248                                   | 1,190,586         |
|   | 2016        | n/a                | n/a               | n/a                      | n/a                          | n/a  | n/a                                      | n/a               |
|   | 2015        | n/a                | n/a               | n/a                      | n/a                          | n/a  | n/a                                      | n/a               |
| <b>Douglas Wolfson(5)</b><br>General Counsel and Secretary  | 2017        | 282,083            | □                 | 349,994                  | 349,995                      | 140,434  | 16,248                                   | 1,138,754         |
|   | 2016        | n/a                | n/a               | n/a                      | n/a                          | n/a  | n/a                                      | n/a               |
|   | 2015        | n/a                | n/a               | n/a                      | n/a                          | n/a  | n/a                                      | n/a               |
| <b>Mark Greenquist(7)</b><br>Former Chief Financial Officer and Treasurer   | 2017        | 350,000            | □                 | 407,500                  | 407,497                      | 287,438  | 377,468(8)                               | 1,829,903         |
|   | 2016        | 175,000            | □                 | □                        | 1,653,999                    | 85,723   | 48                                       | 1,914,770         |
|   | 2015        | □                  | □                 | □                        | □                            | □  | □  | □                 |
| <b>Gary Nafus(9)</b><br>Former Chief Revenue Officer  | 2017        | 204,390            | 121,875(10)       | 974,990                  | 324,996                      | □  | 186,621(11)                              | 1,812,871         |
|   | 2016        | □                  | □                 | □                        | □                            | □  | □  | □                 |
|   | 2015        | □                  | □                 | □                        | □                            | □  | □  | □                 |
| <b>Bill Kong (5)(12)</b><br>Former Executive Vice President, Products and Services  | 2017        | 208,365            | □                 | 249,993                  | 249,999                      | □  | 298,326(13)                              | 1,006,683         |
|   | 2016        | n/a                | n/a               | n/a                      | n/a                          | n/a  | n/a                                      | n/a               |
|   | 2015        | □                  | □                 | □                        | □                            | □  | □  | □                 |

(1) Reflects the grant date fair value of stock options awarded to each named executive officer, which have been computed in accordance with Financial Accounting Standards Board Accounting Standards Codification Topic 718 but (pursuant to SEC regulations). For a description of the assumptions applied in these calculations, see Note 3 and Note 12 to our consolidated financial statements for the year ended December 31, 2017 included in our 2017 Annual Report.

(2) We were a participating employer in the Liberty Interactive 401(k) Savings Plan prior to the Spin-Off, and in July 2016, we adopted our own plan, known as the CommerceHub 401(k) Plan (together with the Liberty Interactive 401(k) Savings Plan, the "401(k) plans"). The participants in the 401(k) plans were able to contribute up to 75% of their eligible compensation on a pre-tax basis to the plans (subject to specified maximums and IRS limits), and we contributed a matching contribution based on the participants' contributions as set forth in the 401(k) plans (subject to IRS limits). Participant contributions to the 401(k) plans are fully vested upon contribution.

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Generally, participants acquire a vested right in Company matching contributions as follows:

| Years of Service           | Vesting Percentage |
|----------------------------|--------------------|
| Less than 1                | 0%                 |
| 1 or more but fewer than 2 | 50%                |
| 2 or more                  | 100%               |

Included in this column, with respect to each named executive officer, are the following matching contributions made by our Company to the 401(k) plans in 2017, 2016 and 2015:

| Name              | 2017<br>Amount (\$) | 2016<br>Amount (\$) | 2015<br>Amount (\$) |
|-------------------|---------------------|---------------------|---------------------|
| Francis Poore     | 16,200              | 15,900              | 15,900              |
| Michael Trimarchi | 16,200              | n/a                 | □                   |
| Richard Jones     | 16,200              | 15,900              | n/a                 |
| John Hinkle       | 16,200              | n/a                 | n/a                 |
| Douglas Wolfson   | 16,200              | n/a                 | n/a                 |
| Mark Greenquist   | 16,200              | □                   | □                   |
| Gary Nafus        | 14,313              | □                   | □                   |
| Bill Kong         | 10,855              | n/a                 | □                   |

With respect to these matching contributions, four of our named executive officers who contributed to the 401(k) plans in 2015, 2016 and 2017 are fully vested because they had more than two years of service with the Company at the time of the matching contributions.

- (3) Included in this column are the following life insurance premiums paid on behalf of each of the named executive officers during 2017, 2016 and 2015:

| Name              | 2017<br>Amount (\$) | 2016<br>Amount (\$) | 2015<br>Amount (\$) |
|-------------------|---------------------|---------------------|---------------------|
| Francis Poore     | 48                  | 48                  | 51                  |
| Michael Trimarchi | 48                  | n/a                 | □                   |
| Richard Jones     | 48                  | 48                  | n/a                 |
| John Hinkle       | 48                  | n/a                 | n/a                 |
| Douglas Wolfson   | 48                  | n/a                 | n/a                 |
| Mark Greenquist   | 48                  | 48                  | □                   |
| Gary Nafus        | 24                  | □                   | □                   |
| Bill Kong         | 32                  | n/a                 | □                   |

- (4) Includes (a) \$50,000 reimbursed to Mr. Poore in connection with the negotiation of the June 2016 CEO Employment Agreement (defined below) and (b) certain Company-reimbursed travel expenses.
- (5) Messrs. Trimarchi, Hinkle, Wolfson and Kong are named executive officers of our Company for the first time. Mr. Trimarchi's and Mr. Kong's compensation for 2016 and Mr. Hinkle's and Mr. Wolfson's compensation for 2016 and 2015 have been omitted in reliance upon the SEC's interpretive guidance.
- (6) Mr. Jones was a named executive officer of our Company for the first time in our proxy statement for the 2017 annual meeting of stockholders, and his compensation for 2015 has been omitted in reliance upon the SEC's interpretive guidance.
- (7) Mark Greenquist's role as Chief Financial Officer and Treasurer of the Company ended on December 14, 2017, following which he remained with the Company in a non-officer advisory capacity through December 31, 2017.

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Upon Mr. Greenquist's termination, other than 76,359 stock options that had vested prior to his termination, all of the listed stock awards and option awards were cancelled.

- (8) Includes amounts paid to Mr. Greenquist in connection with the termination of his employment pursuant to his separation and release agreement. See “—Executive Compensation Arrangements—Mark Greenquist.”
- (9) Mr. Nafus served as our Chief Revenue Officer from April 3, 2017 until his departure from our Company on October 30, 2017. Upon Mr. Nafus's departure from CommerceHub, all of the listed stock awards and option awards were cancelled.
- (10) Mr. Nafus' offer letter provided for a \$121,875 advance on his 2017 annual performance bonus, which he was permitted to retain pursuant to his separation and release agreement. See “—Executive Compensation Arrangements—Gary Nafus.”
- (11) Includes amounts paid to Mr. Nafus in connection with his departure from CommerceHub pursuant to his separation and release agreement. See “—Executive Compensation Arrangements—Gary Nafus.”
- (12) Mr. Kong served as our Executive Vice President, Products and Services until his departure from our Company on September 19, 2017. Upon Mr. Kong's departure from CommerceHub, other than 32,725 stock options that had vested and had been exercised prior to his departure, all of the listed stock awards and option awards were cancelled.
- (13) Includes amounts of \$67,869 paid in 2017 and \$203,608 paid in 2018 to Mr. Kong in connection with his departure from CommerceHub pursuant to his separation and release agreement. See “—Executive Compensation Arrangements—Bill Kong.”

### **Executive Compensation Arrangements**

We have entered into employment agreements or offer letters with each of our named executive officers. These arrangements provide, or provided, for at-will employment and generally include, or included, the named executive officer's initial base salary and an indication of eligibility for an annual cash bonus and equity awards. The material terms of the employment arrangements of each named executive officer in effect during 2017 are described below.

#### *Francis Poore*

##### Converted CEO Award

As discussed in “□ Compensation Discussion and Analysis” above, the SARs previously granted to Mr. Poore in January 2011 were converted into the Converted CEO Award in July 2016 and fully vested in January 2017 following the achievement of the revenue milestone specified in the award agreement. The Converted CEO Award expires on January 10, 2021. The other terms of the Converted CEO Award are governed by the legacy SAR plan.

##### 2016 CEO Employment Agreement

On June 25, 2016, Liberty Interactive's compensation committee approved a new compensation arrangement with Mr. Poore, which was memorialized in a definitive employment agreement between CommerceHub and Mr. Poore, dated effective as of June 28, 2016 (the “2016 CEO Employment Agreement”). The term of Mr. Poore's employment would have expired on January 10, 2017 pursuant to the amended terms of Mr. Poore's prior employment agreement if we or Mr. Poore had provided a notice of termination at least 60 days before such date. Regardless of whether the Spin-Off was completed, we wished to retain Mr. Poore's service as our President and Chief Executive Officer beyond January 10, 2017 and began negotiating a new employment agreement to incent Mr. Poore to remain with our Company. In addition, consistent with our compensation philosophy, we believed that a new grant of equity would be instrumental to retaining Mr. Poore's services on a long-term basis.

The 2016 CEO Employment Agreement provides for a four-year employment term ending on June 27, 2020

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(the “CEO Employment Period”), with an initial annual base salary of \$400,000, an annual target cash bonus equal to 100% of the applicable year’s base salary beginning in 2017, the CEO Multi-Year Awards (as defined below) and other customary benefits and terms. The 2016 CEO Employment Agreement also increased Mr. Poore’s maximum annual bonus under the 2017 bonus program described above from 75% of his base salary to 100% of his base salary.

In connection with the approval of the terms of the 2016 CEO Employment Agreement, Liberty Interactive’s compensation committee also approved a one-time grant of 1,057,048 SARs to Mr. Poore pursuant to the 2010 SAR plan, which had an initial exercise price of \$35.64 per SAR. In connection with the Spin-Off, pursuant to the antidilution provisions of the 2010 SAR plan, this grant was converted into stock options to purchase 2,306,155 CHUBK shares at an exercise price of \$16.34 per share (the “CEO Multi-Year Awards”). 25% of the CEO Multi-Year Awards vested on June 28, 2017 (the “First Vesting Date”), with 1/36 of the remaining options vesting on each monthly anniversary of the First Vesting Date and the last 1/36 of the remaining options vesting on June 27, 2020, in each case subject to Mr. Poore being employed by us on the applicable vesting date. The CEO Multi-Year Awards have a term of ten years. We discuss the other terms of the CEO Multi-Year Awards below, which are governed by the award agreement relating to the CEO Multi-Year Awards and the legacy SAR plan.

In addition, the 2016 CEO Employment Agreement and the award agreements relating to Mr. Poore’s equity awards provide for certain compensation and benefits following a termination of employment or change in control, which are described in “□ Potential Payments upon Termination or Change in Control” below.

### *Michael Trimarchi*

In connection with Mr. Trimarchi joining our Company as Chief Accounting Officer in May 2016, we provided him with an offer letter establishing the terms of his employment, including his compensation. His offer letter provided for (i) an annual base salary of \$300,000, (ii) an annual bonus target of 60% of base salary, subject to 100% achievement of performance goals, and (iii) a grant of time-vesting SARs with a Black-Scholes value of \$500,000 and a grant of performance-based SARs with a Black-Scholes value of \$100,000. In connection with the Spin-Off, pursuant to the antidilution provisions of the 2010 SAR plan, Mr. Trimarchi’s time-vesting SAR awards were converted into time-vesting stock options to purchase 93,633 CHUBK shares at an exercise price of \$16.34 per share (the “Converted Trimarchi Time-Vesting Award”). These stock options vest in equal annual installments on the first four anniversaries of the May 19, 2016 grant date, subject to Mr. Trimarchi being employed by us on the applicable vesting date, and have a term of 10 years. Additionally, Mr. Trimarchi’s performance-based SAR awards were converted into performance-based stock options to purchase 18,727 CHUBK shares at an exercise price of \$16.34 per share (the “Converted Trimarchi Performance-Based Award” and, together with the Converted Trimarchi Time-Vesting Award, the “Converted Trimarchi Awards”). These stock options were subject to the Company’s satisfaction of certain performance criteria that were subsequently met, resulting in the vesting of the option award on March 1, 2018. The other terms of the foregoing stock options are governed by the legacy SAR plan.

In March 2017, our compensation committee granted Mr. Trimarchi 61,103 stock options with an exercise price of \$16.30 and 26,840 RSUs, in each case relating to CHUBK shares (the “2017 Trimarchi Awards”). The 2017 Trimarchi Awards vest in equal annual installments on each of the first four anniversaries of the March 15, 2017 grant date, subject to Mr. Trimarchi being employed by us on the applicable vesting date, and the stock options expire on March 15, 2027.

On May 9, 2017, Mr. Trimarchi was promoted to the role of Chief Commercial Officer. In connection with that promotion, the compensation committee increased Mr. Trimarchi’s annual base salary to \$350,000 and his annual bonus target to 75% of base salary.

In December 2017, Mr. Trimarchi was promoted to the additional roles of Chief Financial Officer and Treasurer. In connection with that promotion, the compensation committee increased Mr. Trimarchi’s annual base salary to \$365,000 and his annual bonus target to 80% of base salary. However, as the change occurred late in the year, management did not utilize the increased rate for determining Mr. Trimarchi’s 2017 bonus.

The award agreements governing Mr. Trimarchi’s equity awards provide for certain compensation and benefits following a termination of employment which are described in “□ Potential Payments upon Termination or Change in Control” below.

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*Richard Jones*

Converted CTO Awards

As discussed in “□ Compensation Discussion and Analysis” above, the SARs previously granted to Mr. Jones in January 2011 were converted into the Converted 2011 CTO Award in July 2016 and fully vested in January 2017 following the achievement of the revenue milestone specified in the award agreement. The Converted 2011 CTO Award expires on January 14, 2021. The other terms of the Converted 2011 CTO Award are governed by the legacy SAR plan.

In accordance with a 2013 amendment to his prior employment agreement, Mr. Jones received an award of 100,000 SARs vesting in four equal installments on each of the first four anniversaries of the May 10, 2013 grant date. At the time of the Spin-Off, there was one installment of this award that was unexercised, which was converted in connection with the Spin-Off into stock options to purchase 54,542 CHUBK shares at an exercise price of \$6.25 per share (the “Converted 2013 CTO Award” and, together with the Converted 2011 CTO Award, the “Converted CTO Awards”) pursuant to the antidilution provisions of the 2010 SAR plan. This award vested on May 10, 2017 and expires on May 10, 2023. The other terms of the Converted 2013 CTO Award are governed by the legacy SAR plan.

2016 CTO Employment Agreement

In July 2016, we entered into an amended and restated employment agreement with Mr. Jones (the “2016 CTO Employment Agreement”) that replaced his prior amended employment agreement. The 2016 CTO Employment Agreement provides for (i) a four-and-a-half-year employment term from July 20, 2016 to January 20, 2021, (ii) an annual base salary of \$300,000, (iii) an annual bonus of up to a maximum of 50% of base salary commencing with the 2016 annual bonus and (iv) a grant of 300,429 SARs, which had an initial exercise price of \$35.64 per SAR. In connection with the Spin-Off, pursuant to the antidilution provisions of the 2010 SAR plan, Mr. Jones’s 2016 SAR award was converted into stock options to purchase 655,444 CHUBK shares at an exercise price of \$16.34 per share (the “CTO Multi-Year Awards”). The CTO Multi-Year Awards have a term of 10 years and vest in 22.22% installments on each of the first three anniversaries of the July 20, 2016 grant date and in a final 33.34% installment on January 20, 2021, subject to Mr. Jones being employed by us on the applicable vesting date. The other terms of these stock options are governed by the legacy SAR plan.

In addition, as described below, the 2016 CTO Employment Agreement and the award agreements relating to Mr. Jones’s equity awards provide for certain compensation and benefits following a termination of employment or change in control, which are described in “□ Potential Payments upon Termination or Change in Control” below.

*John Hinkle*

In connection with Mr. Hinkle joining CommerceHub as Executive Vice President, Production Systems in June 2013, the Company and Mr. Hinkle executed an offer letter establishing the terms of his employment. In October 2013, we provided Mr. Hinkle with a grant of 25,000 time-vesting SARs (the “2013 Hinkle SARs”). In July 2016, the offer letter and the terms of his employment were amended to provide for: (i) an annual base salary of \$255,000, (ii) an annual bonus target of 40% of base salary, subject to achievement of performance goals, and (iii) an additional grant of 28,970 time-vesting SARs (the “2016 Hinkle SARs”). In connection with the Spin-Off, pursuant to the antidilution provisions of the 2010 SAR plan, the then-outstanding 2013 Hinkle SARs were converted into stock options to purchase 39,270 CHUBK shares at an exercise price of \$6.25 per share. These stock options expire on October 7, 2023 and vested prior to December 31, 2017. Additionally, the 2016 Hinkle SARs were converted into stock options to purchase 63,203 CHUBK shares at an exercise price of \$16.34 per share. These stock options expire on July 20, 2026 and vest in 22.22% installments on each of the first three anniversaries of the July 20, 2016 grant date and in a final 33.34% installment on January 20, 2021, subject to Mr. Hinkle being employed by us on the applicable vesting date. We refer to the foregoing stock options collectively as the “Converted Hinkle Awards.” The other terms of the Converted Hinkle Awards are governed by the legacy SAR plan.

In November 2016, our compensation committee granted Mr. Hinkle 17,156 stock options to purchase CHUBK shares with an exercise price of \$14.33 per share (the “2016 Hinkle Award”). The stock options expire on November 9, 2026 and vest in equal annual installments on the first four anniversaries of the November 9, 2016 grant

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date, subject to Mr. Hinkle being employed by us on the applicable vesting date.

In March 2017, our compensation committee granted Mr. Hinkle 43,645 stock options with an exercise price of \$16.30 and 19,171 RSUs, in each case relating to CHUBK shares (the “March 2017 Hinkle Awards”). The March 2017 Hinkle Awards vest in equal annual installments on the first four anniversaries of the March 15, 2017 grant date, subject to Mr. Hinkle being employed by us on the applicable vesting date, and the stock options expire on March 15, 2027.

In October 2016, Mr. Hinkle’s annual base salary was increased to \$275,000. Then, in March 2017, the compensation committee increased Mr. Hinkle’s annual base salary to \$285,000 and his annual bonus target to 45% of base salary as a cost of living adjustment. Additionally, in May 2017, in connection with certain internal organizational changes and Mr. Hinkle’s assumption of responsibility for our Company’s software engineering organization, the compensation committee increased Mr. Hinkle’s base salary to \$325,000 and his annual bonus target to 50% of base salary, and granted Mr. Hinkle 4,400 stock options with an exercise price of \$17.34 and 1,903 RSUs, in each case relating to CHUBK shares (the “May 2017 Hinkle Awards” and, together with the 2016 Hinkle Award and the March 2017 Hinkle Awards, the “2016-2017 Hinkle Awards”). The May 2017 Hinkle Awards vest in equal annual installments on the first four anniversaries of the May 25, 2017 grant date, subject to Mr. Hinkle being employed by us on the applicable vesting date, and the stock options expire on May 25, 2027.

The award agreements governing Mr. Hinkle’s equity awards provide for certain compensation and benefits following a termination of employment which are described in “□Potential Payments upon Termination or Change in Control” below.

*Douglas Wolfson*

In connection with Mr. Wolfson joining CommerceHub as Vice President and General Counsel in March 2014, the Company and Mr. Wolfson executed an offer letter establishing the terms of his employment. At that time, Mr. Wolfson received a grant of 10,000 time-vesting SARs (the “2014 Wolfson SARs”). In January 2015, Mr. Wolfson received an additional grant of 10,000 time-vesting SARs (the “2015 Wolfson SARs”). In July 2016, the prior offer letter and the terms of Mr. Wolfson’s employment were amended to provide for: (i) an annual base salary of \$275,000, (ii) an annual bonus target of 45% of base salary, subject to achievement of performance goals and (iii) an additional grant of 86,910 time-vesting SARs (the “2016 Wolfson SARs”). In connection with the Spin-Off, pursuant to the antidilution provisions of the 2010 SAR plan: (i) the then-outstanding 2014 Wolfson SARs were converted into stock options to purchase 10,908 CHUBK shares with an exercise price of \$8.22, which expire on March 26, 2024 and vested in 50% installments on each of March 26, 2017 and 2018, subject to Mr. Wolfson being employed by us on the applicable vesting date; (ii) the then-outstanding 2015 Wolfson SARs were converted into stock options to purchase 16,362 CHUBK shares with an exercise price of \$10.74, which expire on January 29, 2025 and vest in one-third installments on each of January 29, 2017, 2018 and 2019, subject to Mr. Wolfson being employed by us on the applicable vesting date; and (iii) the 2016 Wolfson SARs were converted into stock options to purchase 189,611 CHUBK shares with an exercise price of \$16.34, which expire on July 20, 2026 and vest in 22.22% installments on each of the first three anniversaries of the July 20, 2016 grant date and in a final 33.34% installment on January 20, 2021, subject to Mr. Wolfson being employed by us on the applicable vesting date (the “Converted 2016 Wolfson Award”). We refer to the foregoing stock options collectively as the “Converted Wolfson Awards.” The other terms of the Converted Wolfson Awards are governed by the legacy SAR plan.

In March 2017, our compensation committee granted Mr. Wolfson 48,882 stock options with an exercise price of \$16.30 and 27,472 RSUs, in each case relating to CHUBK shares (the “2017 Wolfson Awards”). The 2017 Wolfson Awards vest in equal annual installments on the first four anniversaries of the March 15, 2017 grant date, subject to Mr. Wolfson being employed by us on the applicable vesting date, and the stock options expire on March 15, 2027. Also in March 2017, the compensation committee increased Mr. Wolfson’s annual base salary to \$285,000.

The award agreements governing Mr. Wolfson’s equity awards provide for certain compensation and benefits following a termination of employment which are described in “—Potential Payments upon Termination or Change in Control” below.

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*Mark Greenquist*

In connection with Mr. Greenquist joining CommerceHub as Chief Financial Officer and Treasurer in June 2016, the Company and Mr. Greenquist executed an offer letter establishing the terms of his employment, including his compensation. His offer letter provided for (i) an annual base salary of \$350,000, (ii) an annual bonus target of 75% of base salary, subject to 100% achievement of performance goals, and (iii) a grant of 140,000 time-vesting SARs (the “2016 Greenquist SARs”). In connection with the Spin-Off, pursuant to the antidilution provisions of the 2010 SAR plan, the 2016 Greenquist SARs were converted into stock options to purchase 305,437 CHUBK shares at an exercise price of \$16.34 per share (the “Converted Greenquist Award”). These stock options were scheduled to vest in equal annual installments on the first four anniversaries of the July 20, 2016 grant date, subject to Mr. Greenquist being employed by us on the applicable vesting date, and had a term of 10 years. The other terms of these stock options are governed by the legacy SAR plan.

In March 2017, our compensation committee granted Mr. Greenquist 56,913 stock options with an exercise price of \$16.30 and 25,000 RSUs, in each case relating to CHUBK shares (the “2017 Greenquist Awards” and, together with the Converted Greenquist Award, the “Greenquist Awards”). The 2017 Greenquist Awards were scheduled to vest in equal annual installments on the first four anniversaries of the March 15, 2017 grant date, subject to Mr. Greenquist being employed by us on the applicable vesting date, and the stock options were scheduled to expire on March 15, 2027.

On December 14, 2017, we entered into a separation and release agreement with Mr. Greenquist that provided for (i) a severance payment of \$350,000, (ii) payment for accrued but unused vacation time and (iii) reimbursement for continued health care coverage pursuant to COBRA until the date that he receives equivalent coverage from a new employer or December 31, 2018, in exchange, in part, for a general release of claims. Pursuant to the agreement, Mr. Greenquist’s role as Chief Financial Officer and Treasurer of the Company ended effective immediately, following which he remained with the Company in a non-officer advisory capacity through December 31, 2017. Also pursuant to the agreement, Mr. Greenquist remained eligible to earn a cash bonus under the Company’s 2017 executive bonus program calculated in accordance with the manner in which such bonus would have been calculated and paid pursuant to the 2017 executive bonus program, but without discretionary adjustment for individual performance had he remained employed as an executive officer through the date on which such 2017 annual bonus is paid to the other members of the executive team. In connection with the termination of Mr. Greenquist’s employment, all unvested Greenquist Awards were cancelled.

The award agreement governing Mr. Greenquist’s vested equity awards as of December 31, 2017 provided for certain rights following a termination of employment which are described in “—Potential Payments upon Termination or Change in Control” below.

*Gary Nafus*

In connection with Mr. Nafus joining CommerceHub as Chief Revenue Officer in April 2017, the Company and Mr. Nafus executed an offer letter establishing the terms of his employment, including his compensation. His offer letter provided for: (i) an annual base salary of \$350,000, (ii) an annual bonus target of 75% of base salary, subject to 100% achievement of performance goals, (iii) the prepayment of \$121,875 of the target annual bonus for 2017, and (iv) grants of 45,264 stock options with an exercise price of \$16.48 and 59,162 RSUs, in each case relating to CHUBK shares. These awards were scheduled to vest in equal annual installments on the first four anniversaries of Mr. Nafus’s April 3, 2017 employment start date, subject to Mr. Nafus being employed by us on the applicable vesting date, and the stock options were scheduled to expire on May 10, 2027.

We and Mr. Nafus entered in a separation and release agreement, dated as of October 26, 2017, in connection with his departure from CommerceHub effective October 30, 2017. The agreement provided that he would receive (i) a severance payment of \$160,000, (ii) payment for accrued but unused vacation time and (iii) reimbursement for continued health care coverage pursuant to COBRA until the date that he receives equivalent coverage from a new employer or November 30, 2018, in exchange, in part, for a general release of claims. Also pursuant to the agreement, he would not be required to repay the \$121,875 advance on his annual performance bonus. In connection with Mr. Nafus’s departure from CommerceHub, all of his equity awards, none of which had vested, were cancelled.

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### *Bill Kong*

In connection with Mr. Kong joining CommerceHub as Executive Vice President, Products and Services in May 2016, the Company and Mr. Kong executed an offer letter establishing the terms of his employment, including his compensation. His offer letter provided for: (i) an annual base salary of \$275,000, (ii) an annual bonus target of 40% of base salary, subject to 100% achievement of performance goals, and (iii) a grant of 60,000 time-vesting SARs. In connection with the Spin-Off, pursuant to the antidilution provisions of the 2010 SAR plan, Mr. Kong's SAR award was converted into stock options to purchase 130,901 CHUBK shares at an exercise price of \$16.34 per share (the "Converted Kong Awards"). The Converted Kong Awards were scheduled to vest in equal annual installments on the first four anniversaries of the May 19, 2016 grant date, subject to Mr. Kong being employed by us on the applicable vesting date, and they had a term of 10 years. The other terms of the Converted Kong Awards were governed by the legacy SAR plan.

In March 2017, our compensation committee granted Mr. Kong 34,916 stock options with an exercise price of \$16.30 and 15,337 RSUs, in each case relating to CHUBK shares (the "2017 Kong Awards" and, together with the Converted Kong Awards, the "Kong Awards"). The 2017 Kong Awards were scheduled to vest in equal annual installments on the first four anniversaries of the March 15, 2017 grant date, subject to Mr. Kong being employed by us on the applicable vesting date, and the stock options were scheduled to expire on March 15, 2017.

We and Mr. Kong entered in a separation and release agreement, dated as of September 25, 2017, in connection with his departure from CommerceHub effective September 19, 2017. The agreement provided that he would receive (i) a severance payment of \$271,477, (ii) payment for accrued but unused vacation time and (iii) reimbursement for continued health care coverage pursuant to COBRA through September 30, 2018, in exchange, in part, for a general release of claims. In connection with Mr. Kong's departure from CommerceHub, all unvested Kong Awards were cancelled.

### **Equity Award Grant Policy**

In December 2016, the compensation committee approved an equity award grant policy setting fixed grant dates, subject to compliance with our insider trading policy, to ensure the integrity of our award granting process. Generally, annual equity award grants to our executive officers and other employees who participate in our equity incentive programs from time to time are made on March 15 of each year, and any change or exception to this annual grant date must be approved by our board of directors or the compensation committee. Outside of these annual awards, other equity award grants to our non-executive employees and independent contractors, including in connection with new hirings and promotions or other special recognition situations, are generally made (pursuant to a delegation of authority approved by the compensation committee) by our award committee or the chair of the compensation committee on March 15, June 15, September 15 and December 15 of each year. Any grants made pursuant to this delegation of authority are reported to the compensation committee at its next regular meeting.

Annual equity awards to our nonemployee directors are made each year by our board of directors on or as of the date of our annual meeting of stockholders, and any exceptions to this annual grant date must be approved by our board of directors. In addition, grants to new nonemployee directors appointed by our board to fill a vacancy will generally be made on the date of the new director's appointment to our board. The equity award grant policy also permits transaction-related equity award grants to be made as of the closing date of the applicable transaction or, if later, the date on which the recipient begins employment or other service with our Company, and also permits for certain other equity award grants to be made during non-blackout periods under our insider trading policy.

### **Equity Incentive Plans in which our Named Executive Officers Participate**

#### *Second Amended and Restated CommerceHub, Inc. 2016 Omnibus Incentive Plan*

The incentive plan is designed to provide additional remuneration to executive officers and other employees of our Company, our nonemployee directors and independent contractors, and to encourage their investment in our capital stock, thereby increasing their proprietary interest in our business. Non-qualified stock options, SARs, restricted shares, RSUs, cash awards, performance awards or any combination of the foregoing may be granted under the incentive plan. As of January 1, 2018, the maximum number of shares of our common stock with respect to which

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awards may be granted is 17,520,024, which reflects the original 13,200,000 shares of common stock, plus the increased shares in 2018 and 2017 (as described below), subject to antidilution and other adjustment provisions of the incentive plan. The number of shares available for issuance will be increased on the first day of every calendar year beginning in 2017 in an amount equal to (i) 5% of the outstanding shares of our common stock on the last day of the immediately preceding calendar year or (ii) such number of shares of our common stock determined by the board of directors. With limited exceptions, under the incentive plan, no employee or independent contractor may be granted in any calendar year awards of stock options or SARs covering more than 3,000,000 shares of our common stock, subject to antidilution and other adjustment provisions of the incentive plan, or may receive payments for cash awards in excess of \$4.0 million. No nonemployee director may be granted, during any calendar year, awards having a value (as determined on the grant date of such award) in excess of \$1.0 million, increased to \$2.0 million in connection with such nonemployee director's initial year of service on our board of directors. Shares of our common stock issuable pursuant to awards will be made available from either authorized but unissued shares or shares of our common stock that we have issued but reacquired, including shares purchased in the open market. Awards granted to our executive officers and other employees and independent contractors under the incentive plan are administered by the compensation committee of our board of directors, and awards granted to nonemployee directors are administered by our full board of directors. Our compensation committee has delegated authority to grant awards to the chair of the compensation committee and to the award committee, in each case solely with respect to awards to our non-executive employees and within certain parameters established by our compensation committee.

*Legacy SAR Plan*

All of the option awards with respect to shares of CHUBK that were issued to holders of SARs relating to common stock of CTI as a result of the Spin-Off were issued pursuant to the legacy SAR plan. The legacy SAR plan governs the terms and conditions of these option awards but will not be used to make any grants following the Spin-Off.

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**Grants of Plan-Based Awards**

The following table contains information regarding plan-based incentive awards granted during the year ended December 31, 2017 to our named executive officers.

| Name                     | Grant Date | Committee Action Date | Estimated Future Payouts under Non-Equity Incentive Plan Awards |                |                 | All Other Stock Awards: Number of Shares of Stock or Units (#) | All Other Option Awards: Number of Securities Underlying Options (#) | Exercise or Base Price of Option Awards (\$/Sh) | Grant Date Fair Value of Stock and Options Awards (\$) |
|--------------------------|------------|-----------------------|---|----------------|-----------------|--|--|---|--|
|                          |            |                       | Threshold (\$)(1)   | Target (\$)(2) | Maximum (\$)(2) |  |  |   |  |
| <b>Francis Poore</b>     |            |                       |   |                |                 |  |  |   |  |
|                          | 3/10/2017  | (3)                   | —   | 400,000        | 600,000         | —  | —  | —   | —  |
| <b>Michael Trimarchi</b> |            |                       |   |                |                 |  |  |   |  |
|                          | 3/10/2017  | (3)(5)                | —   | 262,500        | 393,750         | —  | —  | —   | —  |
| CHUBK                    | 3/15/2017  | 3/10/2017(4)          | —   | —              | —               | —  | 61,103   | 16.30   | 437,497  |
| CHUBK                    | 3/15/2017  | 3/10/2017(4)          | —   | —              | —               | 26,840   | —  | —   | 437,492  |
| <b>Richard Jones</b>     |            |                       |   |                |                 |  |  |   |  |
|                          | 3/10/2017  |                       | —   | 150,000        | 150,000         | —  | —  | —   | —  |
| <b>John Hinkle</b>       |            |                       |   |                |                 |  |  |   |  |
|                          | 3/10/2017  | (3)(6)                | —   | 162,500        | 243,750         | —  | —  | —   | —  |
| CHUBK                    | 3/15/2017  | 3/10/2017(4)          | —   | —              | —               | —  | 43,645   | 16.30   | 312,498  |
| CHUBK                    | 5/25/2017  | (7)                   | —   | —              | —               | —  | 4,400  | 17.34   | 33,000   |
| CHUBK                    | 3/15/2017  | 3/10/2017(4)          | —   | —              | —               | 19,171   | —  | —   | 312,487  |
| CHUBK                    | 5/25/2017  | (7)                   | —   | —              | —               | 1,903  | —  | —   | 32,998   |
| <b>Douglas Wolfson</b>   |            |                       |   |                |                 |  |  |   |  |
|                          | 3/10/2017  | (3)                   | —   | 128,250        | 192,375         | —  | —  | —   | —  |
| CHUBK                    | 3/15/2017  | 3/10/2017(4)          | —   | —              | —               | —  | 48,882   | 16.30   | 349,995  |
| CHUBK                    | 3/15/2017  | 3/10/2017(4)          | —   | —              | —               | 21,472   | —  | —   | 349,994  |
| <b>Mark Greenquist</b>   |            |                       |   |                |                 |  |  |   |  |
|                          | 3/10/2017  | (3)                   | —   | 262,500        | 393,750         | —  | —  | —   | —  |
| CHUBK                    | 3/15/2017  | 3/10/2017(4)          | —   | —              | —               | —  | 56,913   | 16.30   | 407,497  |
| CHUBK                    | 3/15/2017  | 3/10/2017(4)          | —   | —              | —               | 25,000   | —  | —   | 407,500  |
| <b>Gary Nafus</b>        |            |                       |   |                |                 |  |  |   |  |
|                          | 3/30/2017  | (8)                   | —   | 262,500        | 393,750         | —  | —  | —   | —  |
| CHUBK                    | 5/10/2017  | 3/30/2017(8)          | —   | —              | —               | —  | 45,264   | 16.48   | 342,996  |
| CHUBK                    | 5/10/2017  | 3/30/2017(8)          | —   | —              | —               | 59,162   | —  | —   | 974,990  |
| <b>Bill Kong</b>         |            |                       |   |                |                 |  |  |   |  |
|                          | 3/10/2017  | (3)                   | —   | 110,000        | 165,000         | —  | —  | —   | —  |
| CHUBK                    | 3/15/2017  | 3/10/2017(4)          | —   | —              | —               | —  | 34,916   | 16.30   | 249,999  |
| CHUBK                    | 3/15/2017  | 3/10/2017(4)          | —   | —              | —               | 15,337   | —  | —   | 249,993  |

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- (1) Our 2017 performance-based bonus program does not provide for a threshold bonus amount.
  - (2) Represents the target and maximum bonus amounts payable under the 2017 executive bonus program, as determined by the compensation committee. See “□ Compensation Discussion and Analysis □ Elements of 2017 Executive Compensation □ 2017 Executive Bonus Program.” For the actual bonuses paid by our Company, see the amounts included for 2017 in the column entitled Non-Equity Incentive Plan Compensation in “□ Summary Compensation Table” above.
  - (3) Reflects the date on which our compensation committee established the terms of the 2017 executive bonus program, as described in “— Compensation Discussion and Analysis— Elements of 2017 Executive Compensation □ 2017 Executive Bonus Program” above.
  - (4) Reflects the date on which our compensation committee approved the 2017 awards of stock options and RSUs granted to Messrs. Trimarchi, Hinkle, Wolfson, Greenquist and Kong.
  - (5) Mr. Trimarchi’s target/minimum non-equity incentive plan award was increased from \$180,000 to \$262,500 in May 2017 as a result of his promotion to the role of Chief Commercial Officer, and from \$262,500 to \$292,000 in December 2017 as a result of his further promotion to the additional roles of Chief Financial Officer and Treasurer. However, the December 2017 increase was not given effect for the 2017 executive bonus plan payout because it occurred near the end of the year.
  - (6) Mr. Hinkle’s target/maximum non-equity incentive plan award was increased from \$128,250 to \$162,500 in May 2017 in connection with certain internal organizational changes and Mr. Hinkle’s assumption of responsibility for our Company’s software engineering organization.
  - (7) Reflects the date on which the compensation committee approved the grant to Mr. Hinkle of additional RSUs and option awards, as described in “— Compensation and Analysis— Elements of 2017 Executive Compensation— 2017 Equity Awards.”
  - (8) Reflects the date on which the compensation committee approved Mr. Nafus’s non-equity incentive plan award target and the grant of Mr. Nafus’ 2017 RSUs and option awards, as described in “— Compensation Discussion and Analysis— Elements of Executive Compensation— 2017 Equity Awards.”

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**Outstanding Equity Awards at Fiscal Year-End**

The following table contains information regarding unexercised options and unvested awards of RSUs which were outstanding as of December 31, 2017 and held by the named executive officers.

| Name                     | Option awards   |   |  |                            |                        | Stock awards  |  |
|--------------------------|---|---|--|----------------------------|------------------------|---|--|
|                          | Number of securities underlying unexercised options (#) Exercisable | Number of securities underlying unexercised options (#) Unexercisable | Equity incentive plan awards: Number of securities underlying unexercised unearned options (#) | Option exercise price (\$) | Option expiration date | Number of Shares or Units of Stock That Have Not Vested (#) | Market Value of Shares or Units of Stock That Have Not Vested (\$) |
| <b>Francis Poore</b>     |   |   |  |                            |                        |   |  |
| <i>Option Awards</i>     |   |   |  |                            |                        |   |  |
| 2011 CHUBK Award         | 763,593   | □   | □  | 2.65                       | 1/10/2021              | □   | □  |
| 2016 CHUBK Award         | 864,809   | 1,441,347(1)  | □  | 16.34                      | 6/28/2026              | □   | □  |
| <b>Michael Trimarchi</b> |   |   |  |                            |                        |   |  |
| <i>Option Awards</i>     |   |   |  |                            |                        |   |  |
| 2016 CHUBK Award         | 23,408  | 70,225(2)   | □  | 16.34                      | 5/19/2026              | □   | □  |
| 2016 CHUBK Award         | □   | □   | 18,727(3)  | 16.34                      | 5/19/2026              | □   | □  |
| 2017 CHUBK Award         | □   | 61,103(4)   | □  | 16.30                      | 3/15/2027              | □   | □  |
| <i>RSU Award</i>         |   |   |  |                            |                        |   |  |
| 2017 CHUBK Award         | □   | □   | □  | □                          | □                      | 26,840(4)   | 552,636  |
| <b>Richard Jones</b>     |   |   |  |                            |                        |   |  |
| <i>Option Awards</i>     |   |   |  |                            |                        |   |  |
| 2011 CHUBK Award         | 174,535   | □   | □  | 2.66                       | 1/14/2021              | □   | □  |
| 2013 CHUBK Award         | 54,542  | □   | □  | 6.25                       | 5/10/2023              | □   | □  |
| 2016 CHUBK Award         | 145,639   | 509,805(5)  | □  | 16.34                      | 7/20/2026              | □   | □  |
| <b>John Hinkle</b>       |   |   |  |                            |                        |   |  |
| <i>Option Awards</i>     |   |   |  |                            |                        |   |  |
| 2013 CHUBK Award         | 39,270  | □   | □  | 6.25                       | 10/07/2023             | □   | □  |
| 2016 CHUBK Award         | 14,043  | 49,160(5)   | □  | 16.34                      | 7/20/2026              | □   | □  |
| 2016 CHUBK Award         | 4,289   | 12,867(6)   | □  | 14.33                      | 11/09/2026             | □   | □  |
| 2017 CHUBK Award         | □   | 43,645(4)   | □  | 16.30                      | 3/15/2027              | □   | □  |
| 2017 CHUBK Award         | □   | 4,400(7)  | □  | 17.34                      | 5/25/2027              | □   | □  |
| <i>RSU Awards</i>        |   |   |  |                            |                        |   |  |
| 2017 CHUBK Award         | □   | □   | □  | □                          | □                      | 19,171(4)   | 394,731  |
| 2017 CHUBK Award         | □   | □   | □  | □                          | □                      | 1,903(7)  | 39,183   |
| <b>Douglas Wolfson</b>   |   |   |  |                            |                        |   |  |
| <i>Option Awards</i>     |   |   |  |                            |                        |   |  |
| 2014 CHUBK Award         | 5,454   | 5,454(8)  | □  | 8.22                       | 3/26/2024              | □   | □  |
| 2015 CHUBK Award         | 5,454   | 10,908(9)   | □  | 10.74                      | 1/29/2025              | □   | □  |
| 2016 CHUBK Award         | 42,131  | 147,480(5)  | □  | 16.34                      | 7/20/2026              | □   | □  |
| 2017 CHUBK Award         | □   | 48,882(4)   | □  | 16.30                      | 3/15/2027              | □   | □  |
| <i>RSU Award</i>         |   |   |  |                            |                        |   |  |
| 2017 CHUBK Award         | □   | □   | □  | □                          | □                      | 21,472(4)   | 442,108  |
| <b>Mark Greenquist</b>   |   |   |  |                            |                        |   |  |
| <i>Option Award</i>      |   |   |  |                            |                        |   |  |
| 2016 CHUBK Award         | 76,359  | □   | □  | 16.34                      | 3/31/2018              | □   | □  |
| <b>Gary Nafus(10)</b>    | □   | □   | □  | □                          | □                      | □   | □  |
| <b>Bill Kong(10)</b>     | □   | □   | □  | □                          | □                      | □   | □  |

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- (1) 25% of the options vested on the First Vesting Date, and 1/36 of the remaining options vest on each monthly anniversary of the First Vesting Date. As of December 31, 2017, 6/36 of the remaining options had vested, leaving 30/36 of the remaining options unvested.
  - (2) 25% of the options vested on May 19, 2017. The remainder vests in three equal installments on each of May 19, 2018, May 19, 2019 and May 19, 2020.
  - (3) The option award is subject to the Company's satisfaction of certain performance criteria. The performance criteria were met, resulting in the vesting of the option award on March 1, 2018.
  - (4) Vests in four equal annual installments on each anniversary of the March 15, 2017 grant date.
  - (5) 22.22% of this award vested on July 20, 2017. An additional 22.22% of this award vests on each of July 20, 2018 and July 20, 2019, and the final 33.34% of this award vests on January 20, 2021.
  - (6) 25% of the options vested on November 9, 2017. The remainder vests in three equal installments on each of November 9, 2018, November 9, 2019 and November 9, 2020.
  - (7) Vests in four equal annual installments on each anniversary of the May 25, 2017 grant date.
  - (8) 50% of the options vested on March 26, 2017. The remaining 50% vests on March 26, 2018.
  - (9) One-third of the options vested on January 29, 2017. The remainder vests in two equal installments on each of January 29, 2018 and January 29, 2019.
  - (10) Messrs. Nafus and Kong did not have any outstanding equity awards as of December 31, 2017.

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**Option Exercises and Stock Vested**

The following table sets forth information concerning the exercise of vested options held by our named executive officers during the year ended December 31, 2017. None of our named executive officers other than Bill Kong exercised vested options during the year ended December 31, 2017. None of our named executive officers had any stock awards, including restricted stock, RSUs and similar instruments, that vested during the year ended December 31, 2017.

| <u>Name</u>      | <u>Option Awards</u>                             |  |
|------------------|--|--|
|                  | <u>Number of shares acquired on exercise (#)</u> | <u>Value realized on exercise (\$)</u> |
| <b>Bill Kong</b> |  |  |
| CHUBK            | 32,725   | 87,703                                 |

## Potential Payments upon Termination or a Change in Control

The below discussion relates to the employment arrangements of our named executive officers other than Messrs. Greenquist, Nafus and Kong, each of whom departed from CommerceHub during 2017 and entered into a separation and release agreement with us. The severance arrangements pursuant to the respective separation and release agreements for each of Messrs. Greenquist, Nafus and Kong are described above in “—Executive Compensation Arrangements.”

The table following the below discussion sets forth the potential payments to our named executive officers if their employment with our Company were to have terminated or a change in control were to have occurred, in each case, as of December 29, 2017, which was the last business day of our last completed fiscal year. The circumstances giving rise to these potential payments and a brief summary of the provisions governing their payout are described below and in the footnotes to the table.

### *Francis Poore*

The 2016 CEO Employment Agreement provides for the following payments, acceleration of vesting and benefits, depending on the reason for Mr. Poore’s termination of employment or whether a change in control has occurred. Except as described below, Mr. Poore is not entitled to any payments or benefits upon a termination of his employment or a change in control.

**Termination for Cause.** If Mr. Poore is terminated for cause (as defined in the 2016 CEO Employment Agreement), he will be entitled to his accrued unpaid base salary, accrued unused paid time off, unpaid expense reimbursement, amounts accrued under our employee benefit plans and programs as of the date of termination that are required under the terms of such plans to be paid to Mr. Poore notwithstanding his termination, and any other amounts due under applicable law (collectively, the “Standard Entitlements”). In addition, he will immediately forfeit his Converted CEO Award and the unvested portion of his CEO Multi-Year Awards, and the vested, unexercised portion of his CEO Multi-Year Awards will remain exercisable for 90 days following the date of such termination, but in no event past the original term of such awards.

**Termination for Good Reason or without Cause.** If, during the CEO Employment Period, Mr. Poore is terminated without cause or resigns for good reason (as defined in the 2016 CEO Employment Agreement), he is entitled to: (i) the Standard Entitlements, (ii) a salary continuation severance payment equal to two times his annual base salary, to be paid in 24 equal payroll installments, (iii) an additional lump sum severance payment equal to a pro rata portion of his annual base salary based on the number of days he was employed during the year of termination (the “Additional Payment”), (iv) any annual cash bonus that has been declared as of the date of the termination with respect to the prior calendar year and which has not yet been paid (“Unpaid Bonus”), (v) if he elects continued coverage under our medical plan(s), the applicable premium required for COBRA continuation coverage for Mr. Poore and his spouse and eligible dependents (as applicable), until the earlier of (a) the date he receives equivalent coverage from a successor employer and (b) the first anniversary of the date of termination, and (vi) continued participation in any life insurance plan (if permitted under such plan) until the earlier of (a) the date he receives equivalent coverage from a successor employer and (b) the first anniversary of the date of termination.

If Mr. Poore is terminated without cause or resigns for good reason during the CEO Employment Period, a pro rata portion of the unvested CEO Multi-Year Awards will accelerate and vest based on the number obtained by dividing (x) the number of days between June 28, 2016 and the date of his termination plus 548 calendar days by (y) the total number of days in the vesting period established by the award agreement relating to the CEO Multi-Year Awards (not to exceed the total number of unvested CEO Multi-Year Awards at such time).

Additionally, Mr. Poore may exercise the Converted CEO Award until the one-year anniversary of the date of termination.

As a condition to Mr. Poore’s receipt of any severance payments or benefits (aside from the Standard Entitlements) following his termination without cause or for good reason, as well as to any acceleration of vesting or extension of exercise periods for the CEO Multi-Year Awards described above in connection with a termination without cause or for good reason, Mr. Poore must execute a severance agreement and general release in accordance

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with the procedures set forth in the 2016 CEO Employment Agreement. Mr. Poore's receipt and retention of severance benefits (aside from the Standard Entitlements) upon any termination of employment is also conditioned on his compliance with the post-termination non-compete, non-disclosure and non-interference restrictions in his employment agreement, which generally continue for two years following a termination of his employment.

Voluntary Termination without Good Reason. If, during the CEO Employment Period, Mr. Poore terminates his employment without good reason, he will receive the Standard Entitlements and will immediately forfeit the unvested portion of his CEO Multi-Year Awards. The vested, unexercised portion of the CEO Multi-Year Awards will remain exercisable for 120 days following the date of such termination, but in no event past the original term of such awards. Additionally, Mr. Poore may exercise the Converted CEO Award until the one-year anniversary of the date of termination.

Termination due to Death or Disability. If Mr. Poore's employment terminates during the CEO Employment Period due to death or disability (as defined in the 2016 CEO Employment Agreement), he is entitled to the Standard Entitlements, Unpaid Bonus, a lump-sum severance payment equal to his annual base salary, the Additional Payment and accelerated vesting of any unvested CEO Multi-Year Awards. All of the vested CEO Multi-Year Awards (after giving effect to such acceleration) will remain exercisable for two years following the date of termination, but in no event past the original term of such awards. Additionally, Mr. Poore may exercise the Converted CEO Award until the one-year anniversary of the date of termination.

Change in Control. If a change in control occurs at any time during the CEO Employment Period (aside from a change in control in which Mr. Poore's employment is terminated without cause or for good reason within 90 days preceding or concurrently with such change in control) and, following such transaction, (i) the CEO Multi-Year Awards do not (x) continue to be outstanding and governed by the legacy SAR plan and (y) remain contractually enforceable against us or our successor and (ii) the compensation committee has not taken equitable action to replace the CEO Multi-Year Awards with equivalent new awards or have the successor entity assume the CEO Multi-Year Awards (the "Award Conditions"), all of the outstanding unvested CEO Multi-Year Awards will accelerate and vest immediately prior to the closing of the change in control transaction.

If Mr. Poore is terminated without cause or resigns for good reason during the CEO Employment Period within 90 days prior to, or before the 18th month anniversary of the closing date of a change in control (as defined in the 2016 CEO Employment Agreement), all of the unvested CEO Multi-Year Awards will accelerate and vest. Upon a termination without cause or for good reason during the CEO Employment Period, all of the vested CEO Multi-Year Awards (including any awards that accelerated in connection with such termination) will remain exercisable for two years following the date of such termination, but in no event past the original term of such awards, except that if Mr. Poore does not timely deliver a general release to us, the exercise period would expire on the 90th day following his termination.

*Michael Trimarchi*

Except as described below, Mr. Trimarchi is not entitled to any payments or benefits upon a termination of his employment or a change in control.

Termination for Cause. If Mr. Trimarchi is terminated for cause (as defined in the legacy SAR plan), he will forfeit any outstanding portion of the Converted Trimarchi Awards. If Mr. Trimarchi is terminated for cause (as defined in the incentive plan), he will forfeit any outstanding portion of the 2017 Trimarchi Awards.

Termination for Good Reason or without Cause.

If Mr. Trimarchi's employment is terminated for reasons other than for cause (as defined in the legacy SAR plan), he may exercise the vested portion of the Converted Trimarchi Awards until the close of business on the three-month anniversary of the date of his termination of employment. In such event, he would forfeit the unvested portion of his Converted Trimarchi Awards, unless the compensation committee determines, in its sole discretion, to accelerate vesting of any unvested portion of the Converted Trimarchi Awards.

If Mr. Trimarchi's employment is terminated other than for cause, death or disability, then the vested portion

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of his stock options under the 2017 Trimarchi Awards will remain exercisable until the close of business on the first business day following the expiration of the 90-day period following the termination of his employment. In addition, Mr. Trimarchi would forfeit any unvested portion of the 2017 Trimarchi Awards.

**Voluntary Termination.** In the case of Mr. Trimarchi's retirement (as defined in the legacy SAR plan) from the Company, he may exercise the vested portion of the Converted Trimarchi Awards until the close of business on the three-month anniversary of the date of his termination of employment. However, if Mr. Trimarchi voluntarily terminates his employment other than due to retirement (as defined in the legacy SAR plan), the vested portion of the Converted Trimarchi Awards would terminate. In either case, he would forfeit the unvested portion of the Converted Trimarchi Awards, unless the compensation committee determines, in its sole discretion, to accelerate vesting of any unvested portion of the Converted Trimarchi Awards.

If Mr. Trimarchi voluntarily terminates his employment, then the vested portion of his stock options under the 2017 Trimarchi Awards will remain exercisable until the close of business on the first business day following the expiration of the 90-day period following his employment. In addition, Mr. Trimarchi would forfeit any unvested portion of the 2017 Trimarchi Awards.

**Termination Due to Death or Disability.** If Mr. Trimarchi's employment is terminated due to his death or disability (as defined in the legacy SAR plan), Mr. Trimarchi may exercise the vested portion of the Converted Trimarchi Awards until the close of business on the three-month anniversary of the date of his termination of employment. In such event, he would forfeit the unvested portion of the Converted Trimarchi Awards, unless the compensation committee determines, in its sole discretion, to accelerate vesting of any unvested portion of the Converted Trimarchi Awards.

If Mr. Trimarchi's employment is terminated due to his death or disability, the 2017 Trimarchi Awards will fully vest immediately, and the stock options will remain exercisable until the close of business on the first business day following the one-year anniversary of his termination of employment.

### **Change in Control.**

If Mr. Trimarchi's employment is terminated other than for cause (as defined in his offer letter) during the six-month period following the consummation of a change in control (as defined in his offer letter) resulting from a sale of all or substantially all of the Company's business to a third-party acquirer, other than an exempt holder (as defined in his offer letter), the Company will pay Mr. Trimarchi a lump-sum severance amount equal to the net present value of his then-current annual base salary in effect as of the date of termination, subject to Mr. Trimarchi executing a general release in accordance with his offer letter.

With respect to the unvested portion of the Converted Trimarchi Awards, in the event the Company terminates Mr. Trimarchi's employment other than for cause (as defined in the legacy SAR plan) during the six-month period following the closing date of a change in control (as defined in the related award agreement) resulting from a sale of all or substantially all of the Company's business to a third-party acquirer, other than an Exempt Holder (as defined in the related award agreement), any stock options under the Converted Trimarchi Awards that are outstanding, but unvested, as of the date of such termination of employment will vest effective as of such date.

In case of a change in control, the incentive plan provides for full vesting of the 2017 Trimarchi Awards. A change in control is generally defined in the incentive plan as:

- the acquisition by a non-exempt person (as defined in the incentive plan) of beneficial ownership of at least 20% of the combined voting power of the then outstanding shares of our Company ordinarily having the right to vote in the election of directors, other than pursuant to a transaction approved by our board of directors;
- the individuals constituting our board of directors over any two consecutive years cease to constitute at least a majority of the board, subject to certain exceptions that permit the board to approve new members by approval of at least two-thirds of the remaining directors; or

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- any merger, consolidation or binding share exchange that causes the persons who were common stockholders of our Company immediately prior thereto to lose their proportionate interest in the common stock or voting power of the successor or to have less than a majority of the combined voting power of the then outstanding shares ordinarily having the right to vote in the election of directors, the sale, lease or other exchange of substantially all of the assets of the Company or the dissolution of the Company.

We refer to any such event as an “Incentive Plan Change in Control” and to the change in control described in the last bullet point as an “Approved Transaction.” In the case of an Approved Transaction, our compensation committee may determine not to accelerate the 2017 Trimarchi Awards if equivalent awards will be substituted for the existing awards. For purposes of the tabular presentation below, we have assumed no such determination was made by the compensation committee. Also, if Mr. Trimarchi is terminated without cause (as defined in the incentive plan) or pursuant to a voluntary termination for good reason (as defined in the related award agreement) within 24 months after the closing of an Approved Transaction, any unvested portion of the 2017 Trimarchi Awards will vest on the date of such termination.

*Richard Jones*

The 2016 CTO Employment Agreement provides for the following payments, acceleration of vesting and benefits, depending on the reason for his termination of employment or whether a change in control has occurred. Except as described below, Mr. Jones is not entitled to any payments or benefits upon a termination of his employment or a change in control.

Termination for Cause. If Mr. Jones is terminated for cause (as defined in the 2016 CTO Employment Agreement), he will be entitled to accrued unpaid salary through the date of termination, accrued unused paid time off, amounts accrued under our employee benefit plans and programs as of the date of termination that are required under the terms of such plans to be paid to Mr. Jones notwithstanding his termination, and any other amounts due under applicable law (collectively, the “CTO Entitlements”). Mr. Jones will forfeit any outstanding portions of the Converted CTO Awards and the CTO Multi-Year Awards, regardless of whether they are vested or unvested, if his employment is terminated for cause (as defined in Mr. Jones’s 2011 employment agreement, the legacy SAR plan and the 2016 CTO Employment Agreement, respectively). In addition, the compensation committee may also determine that conduct that constitutes grounds for forfeiture, but does not lead to a termination of employment, will result in the forfeiture of any outstanding portion of the Converted CTO Awards and the CTO Multi-Year Awards. For purposes of the Converted 2011 CTO Award, grounds for forfeiture has the same meaning as “cause” in the 2016 CTO Employment Agreement, and for purposes of the Converted 2013 CTO Award and the CTO Multi-Year Awards, “grounds for forfeiture” is defined in the legacy SAR plan.

Termination without Cause or Constructive Termination without Cause. If Mr. Jones is terminated without cause or experiences a constructive termination without cause (as defined in the 2016 CTO Employment Agreement), he is entitled to the CTO Entitlements and a lump sum severance payment equal to the net present value, discounted using the applicable federal rate for short-term obligations for the month in which the termination occurs, of one year’s base salary as in effect at the time of his termination. As a condition to Mr. Jones’s receipt of the foregoing lump sum severance payment following his termination without cause or his constructive termination without cause, Mr. Jones must execute a general release in accordance with the procedures set forth in the 2016 CTO Employment Agreement.

Termination due to Death or Disability. If Mr. Jones is terminated due to death or disability (as defined in the 2016 CTO Employment Agreement), he will be entitled to the CTO Entitlements. In addition, the compensation committee may, in its sole discretion, accelerate the vesting of any portion of the Converted 2013 CTO Award and the CTO Multi-Year Awards that is unvested at the time of a termination due to death or disability (as defined in the legacy SAR plan).

Effect on Awards of Termination for any Reason other than for Cause. If Mr. Jones’s employment is terminated for any reason other than for cause, including death, disability or retirement, (except as discussed below with respect to a termination other than for cause within six months following a change in control), he may exercise any vested portion of the Converted 2011 CTO Award until the earlier of the close of business on the six-month anniversary of the date of his termination of employment and the original term of such award and the Converted 2013

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CTO Award until the earlier of the close of business on the three-month anniversary of the date of his termination of employment and the original term of such award. Additionally, if Mr. Jones experiences a termination without cause or a constructive termination without cause (as such terms are defined in the 2016 CTO Employment Agreement), he may exercise any vested portion of the CTO Multi-Year Awards until the earlier of the close of business on the twelve-month anniversary of the date of his termination of employment and the original term of such award, and in any other case of a termination (other than for cause), he may exercise any vested portion of the CTO Multi-Year Awards until the earlier of the close of business on the three-month anniversary of the date of his termination of employment and the original term of such award. In any of the foregoing events, he would forfeit the unvested portion of such awards. In addition, the compensation committee may, in its sole discretion, accelerate the vesting of any portions of such awards that are unvested at the time of a termination due to retirement (as defined in the legacy SAR plan) or for reasons other than cause.

Termination other than for Cause Within Six Months after a Change in Control. If we terminate Mr. Jones's employment other than for cause within six months after a change in control (as defined in the agreement governing the CTO Multi-Year Awards) resulting from a sale of all or substantially all of our business to a third-party acquirer, other than an exempt holder (as defined in the agreement governing the CTO Multi-Year Awards), and Mr. Jones timely delivers a general release in accordance with the terms of the CTO Multi-Year Awards, any portion of the CTO Multi-Year Awards that is unvested as of the date of Mr. Jones's termination of employment will be fully vested and exercisable.

Conditions to Severance Benefits. Mr. Jones's receipt and retention of severance benefits (aside from the CTO Entitlements) upon any termination of employment is also conditioned on his compliance with the post-termination non-compete, non-disclosure and non-interference restrictions in the 2016 CTO Employment Agreement, which generally continue for one year following a termination of his employment.

*John Hinkle*

Except as described below, Mr. Hinkle is not entitled to any payments or benefits upon a termination of his employment or a change in control.

Termination for Cause. If Mr. Hinkle is terminated for cause (as defined in the legacy SAR plan or his amended offer letter, depending on the relevant award), he will forfeit any unexercised vested or unvested portion of his Converted Hinkle Awards. If Mr. Hinkle is terminated for cause (as defined in the incentive plan), he will forfeit any unexercised vested or unvested portion of the 2016-2017 Hinkle Awards.

Termination Without Cause or For Good Reason.

If Mr. Hinkle's employment is terminated other than for cause (as defined in his amended offer letter) or if Mr. Hinkle terminates his employment for good reason (as defined in his amended offer letter), the Company will pay him a lump-sum severance payment equal to 100% of the net present value of his then-current annual base salary in effect as of the date of termination, subject to Mr. Hinkle executing a general release in accordance with his amended offer letter.

If Mr. Hinkle's employment is terminated for reasons other than for cause (as defined in the legacy SAR plan or his amended offer letter, depending on the relevant award), he may exercise the vested portion of the Converted Hinkle Awards until the close of business on the three-month anniversary of the date of his termination of employment. In such event, he would forfeit the unvested portion of his Converted Hinkle Awards, unless the compensation committee determines, in its sole discretion, to accelerate vesting of any unvested portion of the Converted Hinkle Awards.

If Mr. Hinkle's employment is terminated other than for cause, death or disability, then the vested portion of his stock option from the 2016-2017 Hinkle Awards will remain exercisable until the close of business on the first business day following the expiration of the 90-day period following his employment. In addition, Mr. Hinkle would forfeit any unvested portion of the 2016-2017 Hinkle Awards.

Voluntary Termination. In the case of Mr. Hinkle's retirement (as defined in the legacy SAR plan) from the

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Company, he may exercise the vested portion of the Converted Hinkle Awards until the close of business on the three-month anniversary of the date of his termination of employment. However, if Mr. Hinkle voluntarily terminates his employment other than due to retirement (as defined in the legacy SAR plan), the vested portion of the Converted Hinkle Awards would terminate. In either case, he would forfeit the unvested portion of his Converted Hinkle Awards, unless the compensation committee determines, in its sole discretion, to accelerate vesting of any unvested portion of the Converted Hinkle Awards.

If Mr. Hinkle voluntarily terminates his employment, then the vested portion of his stock options from the 2016-2017 Hinkle Awards will remain exercisable until the close of business on the first business day following the expiration of the 90-day period following the termination of his employment. In addition, Mr. Hinkle would forfeit any unvested portion of the 2016-2017 Hinkle Awards.

Termination Due to Death or Disability. If Mr. Hinkle's employment is terminated due to his death or disability (as defined in the legacy SAR plan), Mr. Hinkle may exercise the vested portion of the Converted Hinkle Awards until the close of business on the three-month anniversary of the date of his termination of employment. In such event, he would forfeit the unvested portion of the Converted Hinkle Awards, unless the compensation committee determines, in its sole discretion, to accelerate vesting of any unvested portion of the Converted Hinkle Awards.

If Mr. Hinkle's employment is terminated due to his death or disability, the 2016-2017 Hinkle Awards will fully vest immediately, and the stock options will remain exercisable until the close of business on the first business day following the one-year anniversary of his termination of employment.

### Change in Control.

With respect to the unvested portion of the Converted Hinkle Awards, in the event the Company terminates Mr. Hinkle's employment other than for cause (as defined in the legacy SAR plan) during the six-month period following the closing date of a change in control (as defined in the related award agreement) resulting from a sale of all or substantially all of the Company's business to a third-party acquirer, other than an exempt holder (as defined in the related award agreement), any options under the unvested portion of the Converted Hinkle Awards that are outstanding, but unvested, as of the date of such termination of employment will vest effective as of such date.

In case of an Incentive Plan Change in Control, the incentive plan provides for full vesting of the 2016-2017 Hinkle Awards. In the case of an Approved Transaction, our compensation committee may determine not to accelerate the 2016-2017 Hinkle Awards if equivalent awards will be substituted for the existing awards. For purposes of the tabular presentation below, we have assumed no such determination was made by the compensation committee. Also, if Mr. Hinkle is terminated without cause (as defined in the incentive plan) or pursuant to a voluntarily termination for good reason (as defined in the related award agreement) within 24 months after the closing of an Approved Transaction, any unvested portion of the 2016-2017 Hinkle Awards will vest on the date of such termination.

### *Douglas Wolfson*

Except as described below, Mr. Wolfson is not entitled to any payments or benefits upon a termination of his employment or a change in control.

Termination for Cause. If Mr. Wolfson is terminated for cause (as defined in the legacy SAR plan or his amended offer letter, depending on the award), he will forfeit any unexercised vested or unvested portion of the Converted Wolfson Awards. If Mr. Wolfson is terminated for cause (as defined in the incentive plan), he will forfeit any outstanding portion of the 2017 Wolfson Awards.

### Termination Without Cause or For Good Reason.

If Mr. Wolfson's employment is terminated other than for cause (as defined in his amended offer letter) or if Mr. Wolfson terminates his employment for good reason (as defined in his amended offer letter), the Company will pay him a lump-sum severance payment equal to 100% of the net present value of his then-current annual base salary

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in effect as of the date of termination and reimbursement for continued health care coverage pursuant to COBRA for a one-year period, subject to Mr. Wolfson executing a general release in accordance with his amended offer letter.

If Mr. Wolfson's employment is terminated for reasons other than for cause (as defined in the legacy SAR plan or his amended offer letter, depending on the award), he may exercise the vested portion of the Converted Wolfson Awards until the close of business on the three-month anniversary of the date of his termination of employment. In such event, he would forfeit the unvested portion of the Converted Wolfson Awards, unless the compensation committee determines, in its sole discretion, to accelerate vesting of any unvested portion of the Converted Wolfson Awards.

If Mr. Wolfson's employment is terminated other than for cause, death or disability, then the vested portion of his stock option from the 2017 Wolfson Awards will remain exercisable until the close of business on the first business day following the expiration of the 90-day period following his employment. In addition, Mr. Wolfson would forfeit any unvested portion of the 2017 Wolfson Awards.

**Voluntary Termination.** In the case of Mr. Wolfson's retirement (as defined in the legacy SAR plan) from the Company, he may exercise the vested portion of the Converted Wolfson Awards until the close of business on the three-month anniversary of the date of his termination of employment. However, if Mr. Wolfson voluntarily terminates his employment other than due to retirement (as defined in the legacy SAR plan), the vested portion of the Converted Wolfson Awards would terminate. In either case, he would forfeit the unvested portion of his Converted Wolfson Awards, unless the compensation committee determines, in its sole discretion, to accelerate vesting of any unvested portion of the Converted Wolfson Awards.

If Mr. Wolfson voluntarily terminates his employment, then the vested portion of his stock options from the 2017 Wolfson Awards will remain exercisable until the close of business on the first business day following the expiration of the 90-day period following the termination of his employment. In addition, Mr. Wolfson would forfeit any unvested portion of the 2017 Wolfson Awards.

**Termination Due to Death or Disability.** If Mr. Wolfson's employment is terminated due to his death or disability (as defined in the legacy SAR plan), Mr. Wolfson may exercise the vested portion of the Converted Wolfson Awards until the close of business on the three-month anniversary of the date of his termination of employment. In such event, he would forfeit the unvested portion of the Converted Wolfson Awards, unless the compensation committee determines, in its sole discretion, to accelerate vesting of any unvested portion of the Converted Wolfson Awards.

If Mr. Wolfson's employment is terminated due to his death or disability, the 2017 Wolfson Awards will fully vest immediately, and the stock options will remain exercisable until the close of business on the first business day following the one-year anniversary of his termination of employment.

### **Change in Control.**

With respect to the unvested portion of the Converted 2016 Wolfson Award, in the event the Company terminates Mr. Wolfson's employment other than for cause (as defined in the legacy SAR plan) during the six-month period following the closing date of a change in control (as defined in the related award agreement) resulting from a sale of all or substantially all of the Company's business to a third-party acquirer, other than an exempt holder (as defined in the related award agreement), any options under the Converted 2016 Wolfson Award that are outstanding, but unvested, as of the date of such termination of employment will vest effective as of such date. However, Mr. Wolfson would forfeit the unvested portion of the remaining Converted Wolfson Awards, unless the compensation committee determines, in its sole discretion, to accelerate vesting of such unvested portion.

In case of an Incentive Plan Change in Control, the incentive plan provides for full vesting of the 2017 Wolfson Awards. In the case of an Approved Transaction, our compensation committee may determine not to accelerate the 2017 Wolfson Awards if equivalent awards will be substituted for the existing awards. For purposes of the tabular presentation below, we have assumed no such determination was made by the compensation committee. Also, if Mr. Wolfson is terminated without cause (as defined in the incentive plan) or pursuant to a voluntarily termination for good reason (as defined in the related award agreement) within 24 months after the closing of an Approved Transaction, any unvested portion of the 2017 Wolfson Awards will vest on the date of such termination.

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*Mark Greenquist*

The vested portion of Mr. Greenquist's outstanding stock options were exercisable until the close of business on the three-month anniversary of the date of his termination of employment.

*Table of Potential Payments upon a Termination or Change in Control*

The following table sets forth the potential payments to our named executive officers if their employment with our Company were to have terminated or a change in control were to have occurred, in each case, as of December 29, 2017, which was the last business day of our last completed fiscal year. In the event of such a termination or change in control, the actual amounts may be different due to various factors. In addition, we may enter into new arrangements or modify these arrangements from time to time.

The amounts provided in the tables are based on the closing market prices on December 29, 2017 for shares of CHUBK, which was \$20.59. The value of the options shown in the table is based on the spread between the exercise price of the award and the applicable closing market price. The value of the RSUs shown in the table is based on the applicable closing market price and the number of unvested RSUs.

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*Benefits Payable Upon Termination or Change in Control*

| Name                     | Voluntary Termination Without Good Reason(1)(2) (\$) | Termination for Cause (\$) | Termination Without Cause or for Good Reason (1)(3) | Death(1)(3)       | Disability(1) (\$) | Upon a Change in Control(1)(3) (\$) |
|--------------------------|--|----------------------------|---|-------------------|--------------------|-------------------------------------|
| <b>Francis Poore</b>     |  |                            |   |                   |                    |                                     |
| Severance                | —  | —                          | 1,212,316   | 797,808           | 797,808            | 1,212,316                           |
| Standard Entitlements    | 58,205   | 58,205                     | 58,205  | 58,205            | 58,205             | 58,205                              |
| Options                  | 17,374,292   | 3,675,434                  | 22,050,646  | 23,500,017        | 23,500,017         | 23,500,017                          |
| <b>Total</b>             | <b>17,432,497</b>                                    | <b>3,733,639</b>           | <b>23,321,167</b>                                   | <b>24,356,030</b> | <b>24,356,030</b>  | <b>24,770,538</b>                   |
| <b>Michael Trimarchi</b> |  |                            |   |                   |                    |                                     |
| Severance                | —  | —                          | —   | —                 | —                  | 362,145                             |
| RSUs                     | —  | —                          | —   | 552,636           | 552,636            | 552,636                             |
| Options                  | 99,484   | —                          | 99,484  | 361,616           | 361,616            | 739,662                             |
| <b>Total</b>             | <b>99,484</b>  | <b>—</b>                   | <b>99,484</b>                                       | <b>914,251</b>    | <b>914,251</b>     | <b>1,654,442</b>                    |
| <b>Richard Jones</b>     |  |                            |   |                   |                    |                                     |
| Severance                | —  | —                          | 297,653   | —                 | —                  | 297,653                             |
| CTO Entitlements         | 16,394   | 16,394                     | 16,394  | 16,394            | 16,394             | 16,394                              |
| Options                  | 4,530,511  | —                          | 6,697,182   | 4,530,511         | 4,530,511          | 6,697,182                           |
| <b>Total</b>             | <b>4,546,905</b>                                     | <b>16,394</b>              | <b>7,011,229</b>                                    | <b>4,546,905</b>  | <b>4,546,905</b>   | <b>7,011,229</b>                    |
| <b>John Hinkle</b>       |  |                            |   |                   |                    |                                     |
| Severance                | —  | —                          | 322,458   | —                 | —                  | 322,458                             |
| RSUs                     | —  | —                          | —   | 433,914           | 433,914            | 433,914                             |
| Options                  | 649,664  | —                          | 649,664   | 931,748           | 931,748            | 1,140,678                           |
| <b>Total</b>             | <b>649,664</b>                                       | <b>—</b>                   | <b>972,122</b>                                      | <b>1,365,662</b>  | <b>1,365,662</b>   | <b>1,897,050</b>                    |

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| Name                   | Voluntary Termination Without Good Reason(1)(2) (\$) | Termination for Cause (\$) | Termination Without Cause or for Good Reason (1)(\$) | Death(1)(\$)   | Disability(1) (\$) | Upon a Change in Control(1)(3) (\$) |
|------------------------|--|----------------------------|--|----------------|--------------------|-------------------------------------|
| <b>Douglas Wolfson</b> |  |                            |  |                |                    |                                     |
| Severance              | —  | —                          | 304,635  | —              | —                  | 304,635                             |
| RSUs                   | —  | —                          | —  | 442,108        | 442,108            | 442,108                             |
| Options                | 300,245  | —                          | 300,245  | 509,948        | 509,948            | 1,136,738                           |
| <b>Total</b>           | <b>300,245</b>                                       | <b>—</b>                   | <b>604,880</b>                                       | <b>952,057</b> | <b>952,057</b>     | <b>1,883,482</b>                    |
| <b>Mark Greenquist</b> |  |                            |  |                |                    |                                     |
| Severance              | 361,220  | —                          | —  | —              | —                  | —                                   |
| Options                | 324,526  | —                          | —  | —              | —                  | —                                   |
| <b>Total</b>           | <b>685,746</b>                                       | <b>—</b>                   | <b>—</b>   | <b>—</b>       | <b>—</b>           | <b>—</b>                            |
| <b>Gary Nafus</b>      |  |                            |  |                |                    |                                     |
| Severance              | 188,831  | —                          | —  | —              | —                  | —                                   |
| <b>Total</b>           | <b>188,831</b>                                       | <b>—</b>                   | <b>—</b>   | <b>—</b>       | <b>—</b>           | <b>—</b>                            |
| <b>Bill Kong</b>       |  |                            |  |                |                    |                                     |
| Severance              | 299,356  | —                          | —  | —              | —                  | —                                   |
| <b>Total</b>           | <b>299,356</b>                                       | <b>—</b>                   | <b>—</b>   | <b>—</b>       | <b>—</b>           | <b>—</b>                            |

- (1) Assumes the compensation committee does not accelerate vesting of any award under the legacy SAR plan in the case of voluntary termination, termination due to death, disability or retirement, or termination for any other special circumstances.
- (2) Assumes voluntary termination due to retirement (as defined in the legacy SAR plan).
- (3) Assumes involuntary termination without cause or voluntary termination for good reason in connection with a change in control (as defined in the applicable agreement).

## DIRECTOR COMPENSATION

### Nonemployee Directors

*Director Fees.* We pay each of our directors who is not a CommerceHub employee an annual cash retainer of \$30,000 (which we refer to as the “Director Fee”) in addition to an annual \$150,000 equity award in the form of RSUs relating to CHUBK shares. See “—Director Grants” below for information on the incentive awards granted to our nonemployee directors in 2017. We also pay an additional annual cash retainer of \$10,000 to each non-chair member of our audit committee and our compensation committee, and we pay an additional \$20,000 annually to the chair of our audit committee, the chair of our compensation committee and the chair of our board. The Director Fees and additional cash retainers are payable quarterly in arrears.

*Equity Incentive Plans.* Awards granted to our nonemployee directors under the incentive plan are administered by our full board of directors. Our board has full power and authority to make grants to our nonemployee directors and to determine the terms and conditions under which any awards are made. Our board may grant non-qualified stock options, SARs, restricted shares, RSUs, cash awards, performance awards or any combination of the foregoing to our nonemployee directors under the incentive plan.

In connection with the Spin-Off, our board of directors adopted the CommerceHub, Inc. Transitional Stock Adjustment Plan (the “transitional plan”), which governs the terms and conditions of awards issued in the Spin-Off in connection with adjustments made to awards previously granted by Liberty Interactive with respect to its Liberty Ventures common stock. As a result of these adjustments, new equity incentive awards with respect to our common stock (“new CommerceHub awards”) were issued in connection with adjustments made to outstanding equity incentive awards with respect to shares of Liberty Interactive’s Liberty Ventures common stock, which had been granted to various directors, officers, employees and consultants of Liberty Interactive, including three of our nonemployee directors—Messrs. Baer, Hollingsworth and Wendling.

*Director Grants.* On June 16, 2017, pursuant to our director compensation policy described above and the incentive plan, we granted 8,828 RSUs relating to CHUBK shares to each of Messrs. Baer, Cattini, Goldhill, Hollingsworth, Huseby, Ubiñas and Wendling and to Ms. Morgan. The per-unit grant date fair value of these awards was \$16.99, which was the closing price of CHUBK shares on the grant date, and these awards will vest upon the earlier of (i) the date of our 2018 annual meeting or (ii) the one-year anniversary of the grant date; provided that the incentive plan provides for full vesting of the RSUs upon an Incentive Plan Change in Control.

*Nonemployee Director Deferred Compensation Plan.* Our nonemployee directors may defer all or a portion (in 25% increments) of their cash compensation into immediately vested deferred stock units (“DSUs”). Nonemployee directors may also defer 100% of their annual RSU grants into immediately vested DSUs upon vesting, beginning with RSUs that were granted in 2016 and attributable to service from and after November 16, 2016. Under this arrangement, payments into plan participants’ deferral accounts are made in a single lump sum payment of CHUBK shares to be issued under the incentive plan in January of the year that is either five years or ten years after the original payment date in the case of deferred cash fees or the original vesting date in the case of deferred CHUBK shares relating to RSUs, with early payment to be made upon a change in control or the director’s termination of service.

*Stock Ownership Guidelines.* In October 2016, our board of directors adopted stock ownership guidelines that require each nonemployee director to own shares of our Company’s common stock equal to at least five times the value of the Director Fee. While there is no time limit by which our directors must meet this required ownership, each nonemployee director is required to retain at least 75% of his or her after-tax vested shares attributable to annual equity award grants from the Company until the required ownership has been met and would be retained after giving effect to any sale of such shares.

**Director Compensation Table**

| Name(1)            | Fees Earned or Paid in Cash (\$) | Stock Awards (\$)(2)(3) | Option Awards (\$) | All other compensation (\$) | Total (\$) |
|--------------------|----------------------------------|-------------------------|--------------------|-----------------------------|------------|
| Richard N. Baer    | 50,000                           | 149,998                 | □                  | □                           | 199,998    |
| Mark Cattini       | 40,000(4)                        | 149,998                 | □                  | □                           | 189,998    |
| David Goldhill     | 40,000                           | 149,998                 | □                  | □                           | 189,998    |
| Chad Hollingsworth | 30,000                           | 149,998                 | □                  | □                           | 179,998    |
| Michael Huseby     | 60,000(4)                        | 149,998                 | □                  | □                           | 209,998    |
| Betsy L. Morgan    | 50,000                           | 149,998                 | □                  | □                           | 199,998    |
| Luis Ubiñas        | 40,000                           | 149,998                 | □                  | □                           | 189,998    |
| Brian Wendling     | 30,000                           | 149,998                 | □                  | □                           | 179,998    |

- (1) Mr. Poore, who served as a director of our Company in 2017 and is currently a named executive officer, received no compensation for serving as a director of our Company during that time.
- (2) As of December 31, 2017, our directors (other than Mr. Poore, whose stock incentive awards are listed in “Outstanding Equity Awards at Fiscal Year-End” above) held the following stock incentive awards:

|                                  | Richard N. Baer | Mark Cattini | David Goldhill | Chad Hollingsworth | Michael Huseby | Betsy L. Morgan | Luis Ubiñas | Brian Wendling |
|----------------------------------|-----------------|--------------|----------------|--------------------|----------------|-----------------|-------------|----------------|
| <b>Options</b>                   |                 |              |                |                    |                |                 |             |                |
| CHUBA                            | 16,322(a)       | □            | □              | 3,137(a)           | □              | □               | □           | 6,371(a)       |
| CHUBK                            | 32,727(a)       | □            | □              | 6,261(a)           | □              | □               | □           | 12,710(a)      |
| <b>Restricted Stock and RSUs</b> |                 |              |                |                    |                |                 |             |                |
| CHUBA                            | □               | □            | □              | 124(b)             | □              | □               | □           | □              |
| CHUBK                            | 8,828           | 8,828        | 8,828          | 9,078(b)           | 8,828          | 8,828           | 8,828       | 8,828          |

- (a) Messrs. Baer, Hollingsworth and Wendling’s stock options were granted under the transitional plan as a result of the adjustment of their stock option awards to purchase Liberty Ventures common stock that were previously granted to them by Liberty Interactive as part of their compensation as employees of Liberty Interactive.
- (b) Includes 124 restricted shares of CHUBA and 250 restricted shares of CHUBK that vest 100% in 2019.
- (3) The aggregate grant date fair value of the nonemployee directors’ RSU awards has been computed in accordance with Financial Accounting Standards Board’s Accounting Standards Codification Topic 718, but (pursuant to SEC regulations) without reduction for estimated forfeitures. For a description of the assumptions applied in these calculations, see Note 3 and Note 12 to our consolidated financial statements for the year ended December 31, 2017.
- (4) Messrs. Cattini and Huseby elected to defer 100% of their 2017 annual cash retainers into immediately vested DSUs under our Nonemployee Director Deferred Compensation Plan.

**Compensation Committee Interlocks and Insider Participation**

No member of our compensation committee is an officer or employee of our Company, or has engaged in any related party transaction in which our Company was a participant.

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**Compensation Committee Report**

The compensation committee has reviewed and discussed with our management the “Compensation Discussion and Analysis” above. Based on such review and discussions, the compensation committee recommended to our board of directors that the “Compensation Discussion and Analysis” be included in this Form 10-K/A.

*Submitted by the Members of the Compensation Committee*  
*Betsy L. Morgan*  
*Mark Cattini*  
*Michael Huseby*

**Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters.**

**Security Ownership of Certain Beneficial Owners**

The following table sets forth information concerning shares of our common stock beneficially owned by each person or entity known by us to own more than five percent of the outstanding shares of our Series A common stock or our Series B common stock, comprising the voting stock. Beneficial ownership of shares is set forth below only to the extent known by us or ascertainable from public filings.

The security ownership information is given as of the date described in the footnotes with respect to each holder, and, in the case of percentage ownership information, is based upon 13,613,701 shares of Series A common stock (“CHUBA”), 707,567 shares of Series B common stock (“CHUBB”) and 29,303,822 shares of Series C common stock (“CHUBK”) outstanding, in each case, as of March 21, 2018. The voting power percentage is presented on an aggregate basis for all series of our voting stock. For purposes of the following presentation, beneficial ownership of shares of CHUBB, though convertible on a one-for-one basis into shares of CHUBA, are reported as beneficial ownership of CHUBB only and not as beneficial ownership of CHUBA.

| <b>Name and Address of Beneficial Owner</b>  | <b>Title of Series</b> | <b>Amount and Nature of Beneficial Ownership</b> | <b>Percent of Series (%)</b> | <b>Voting Power (%)</b> |
|--|------------------------|--|------------------------------|-------------------------|
| John C. Malone<br>c/o Qurate Retail, Inc.<br>12300 Liberty Blvd.<br>Englewood, CO 80112          | CHUBA                  | 101,164(1)                                       | *                            | 32.9                    |
|  | CHUBB                  | 670,194(1)(2)(3)                                 | 94.7                         |                         |
|  | CHUBK                  | 1,340,492(1)(2)                                  | 4.6                          |                         |
| The Vanguard Group<br>100 Vanguard Blvd.<br>Malvern, PA 19355                                    | CHUBA                  | 1,143,113(4)                                     | 8.4                          | 5.5                     |
|  | CHUBB                  | □  | □                            |                         |
|  | CHUBK                  | 2,402,611(5)                                     | 8.2                          |                         |
| Vaughan Nelson Investment Management, Inc.<br>600 Travis Street, Suite 6300<br>Houston, TX 77002 | CHUBA                  | 1,049,809(6)                                     | 7.7                          | 5.1                     |
|  | CHUBB                  | □  | □                            |                         |
|  | CHUBK                  | □  | □                            |                         |
| BlackRock, Inc.<br>55 East 52nd Street<br>New York, NY 10055                                     | CHUBA                  | 945,521(7)                                       | 6.9                          | 4.6                     |
|  | CHUBB                  | □  | □                            |                         |
|  | CHUBK                  | 1,826,785(8)                                     | 6.2                          |                         |
| Pembroke Management, LTD<br>1002 Sherbrooke Street West, Suite 1700<br>Montreal, QC<br>Canada    | CHUBA                  | 864,000(9)                                       | 6.3                          | 4.2                     |
|  | CHUBB                  | □  | □                            |                         |
|  | CHUBK                  | □  | □                            |                         |

\* Less than one percent.

- (1) The Voting Agreement, dated as of March 5, 2018 (the “Voting Agreement”), by and among Malone CHUB 2017 Charitable Remainder Unitrust (with respect to which Mr. Malone is the sole trustee and, with his wife, retains a unitrust interest in the trust) (the “Malone Trust”), Great Dane Parent, LLC (“Parent”) and, solely with respect to certain provisions of the Voting Agreement, CommerceHub, Inc., contains provisions relating to, among other things, the voting and disposition of shares of CHUBA, CHUBB and CHUBK owned by the Malone Trust. Mr. Malone expressly disclaims the existence of, and any membership in, a group with Parent.
- (2) Based on information available to CommerceHub and Schedule 13D, filed March 21, 2018, by John C. Malone, which states that Mr. Malone has sole dispositive and voting power over 101,164 CHUBA shares, sole dispositive and voting power over 659,081 CHUBB shares and shares dispositive and voting power over 11,113 CHUBB shares.

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- (3) Includes 11,113 shares of CHUBB held by two trusts that are managed by an independent trustee, of which the beneficiaries are Mr. Malone's adult children and in which Mr. Malone has no pecuniary interest. Mr. Malone retains the right to substitute assets held by the trusts and has disclaimed beneficial ownership of the shares held by these trusts.
- (4) Based on Amendment No. 1 to Schedule 13G, filed February 12, 2018 by The Vanguard Group ("Vanguard"), which states that Vanguard has sole dispositive power over 1,116,284 CHUBA shares, shared dispositive power over 26,829 CHUBA shares, sole voting power over 26,707 CHUBA shares and shared voting power over 732 CHUBA shares.
- (5) Based on Amendment No. 1 to Schedule 13G, filed February 12, 2018 filed by Vanguard, which states that Vanguard has sole dispositive power over 2,347,517 CHUBK shares, shared dispositive power over 55,094 CHUBK shares, sole voting power over 57,549 CHUBK shares and shared voting power over 1,465 CHUBK shares.
- (6) Based on Amendment No. 1 to Schedule 13G, filed February 13, 2018 by Vaughan Nelson Investment Management, L.P. and Vaughan Nelson Investment Management, Inc. (together, "Vaughan Nelson"), which states that Vaughan Nelson has sole dispositive power over 1,016,275 CHUBA shares, shared dispositive power over 33,534 CHUBA shares and sole voting power over 753,075 CHUBA shares.
- (7) Based on Schedule 13G, filed February 1, 2018 by BlackRock, Inc. ("BlackRock"), which states that BlackRock has sole dispositive power over 945,521 CHUBA shares and sole voting power over 909,929 CHUBA shares.
- (8) Based on Schedule 13G, filed February 1, 2018 by BlackRock, which states that BlackRock has sole dispositive power over 1,826,785 CHUBK shares and sole voting power over 1,772,360 CHUBK shares.
- (9) Based on Schedule 13G, filed January 31, 2018 by Pembroke Management, LTD, which states that Pembroke Management, LTD has sole dispositive and voting power over 864,000 CHUBA shares.

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**Security Ownership of Management**

The following table sets forth information with respect to the ownership by each of our directors and named executive officers and by all of our directors and executive officers as a group of shares of each series of our common stock (CHUBA, CHUBB and CHUBK). The security ownership information with respect to our common stock is given as of January 31, 2018 and, in the case of percentage ownership information, is based upon 13,613,701 CHUBA shares, 707,567 CHUBB shares and 29,303,822 CHUBK shares outstanding, in each case, as of March 21, 2018. The voting power percentage is presented in the table below on an aggregate basis for all series of our voting stock.

Shares of common stock issuable upon exercise of options, payment of deferred stock units (“DSUs”) or vesting of RSUs, if any, that were exercisable or may be settled, on or within 60 days after January 31, 2018 are deemed to be outstanding and beneficially owned by the person holding the options, DSUs or RSUs, as the case may be, for the purpose of computing the percentage ownership of that person and for the aggregate percentage owned by the directors and executive officers as a group, but are not treated as outstanding for the purpose of computing the percentage ownership of any other individual person. So far as is known to us, the persons indicated below have sole voting and dispositive power with respect to the shares indicated as owned by them.

| Name of Beneficial Owner   | Title of Series | Amount and Nature of Beneficial Ownership | Percent of Series (%) | Voting Power (%) |
|--|-----------------|---|-----------------------|------------------|
| Richard N. Baer<br>Chairman of the Board   | CHUBA           | 6,577(1)                                  | *                     | *                |
|  | CHUBB           | —   | —                     | —                |
|  | CHUBK           | 23,629(1)(2)                              | *                     | —                |
| Mark Cattini<br>Director   | CHUBA           | —   | —                     | —                |
|  | CHUBB           | —   | —                     | —                |
|  | CHUBK           | 13,638(2)                                 | *                     | —                |
| David Goldhill<br>Director   | CHUBA           | —   | —                     | —                |
|  | CHUBB           | —   | —                     | —                |
|  | CHUBK           | 10,467(2)                                 | *                     | —                |
| John Hinkle<br>Chief Information Officer, Chief<br>Information Security Officer<br>and Executive Vice President,<br>Technical Operations | CHUBA           | —   | —                     | —                |
|  | CHUBB           | —   | —                     | —                |
|  | CHUBK           | 73,940(1)(2)                              | *                     | —                |
| Chad Hollingsworth<br>Director   | CHUBA           | 2,260(1)                                  | *                     | *                |
|  | CHUBB           | —   | —                     | —                |
|  | CHUBK           | 14,992(1)                                 | *                     | —                |
| Michael P. Huseby<br>Director  | CHUBA           | —   | —                     | —                |
|  | CHUBB           | —   | —                     | —                |
|  | CHUBK           | 23,724(2)                                 | *                     | —                |
| Richard Jones<br>Chief Technology Officer  | CHUBA           | —   | —                     | —                |
|  | CHUBB           | —   | —                     | —                |
|  | CHUBK           | 374,716(1)                                | 1.3                   | —                |
| Betsy L. Morgan<br>Director  | CHUBA           | —   | —                     | —                |
|  | CHUBB           | —   | —                     | —                |
|  | CHUBK           | 10,467(2)                                 | *                     | —                |
| Francis Poore<br>Chief Executive Officer, President and<br>Director  | CHUBA           | —   | —                     | —                |
|  | CHUBB           | —   | —                     | —                |
|  | CHUBK           | 1,772,537(1)                              | 5.7                   | —                |
| Michael Trimarchi<br>Chief Financial Officer, Chief  | CHUBA           | —   | —                     | —                |
|  | CHUBB           | —   | —                     | —                |

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| Name of Beneficial Owner  | Title of Series | Amount and Nature of Beneficial Ownership | Percent of Series (%) | Voting Power (%) |
|---|-----------------|---|-----------------------|------------------|
| Commercial Officer and Treasurer  | CHUBK           | 46,961(1)(2)                              | *                     |                  |
| Luis Ubiñas<br>Director   | CHUBA           | —   | —                     | —                |
|   | CHUBB           | —   | —                     | —                |
|   | CHUBK           | 10,467(2)                                 | *                     |                  |
| Brian Wendling<br>Director  | CHUBA           | 5,514(1)                                  | *                     | *                |
|   | CHUBB           | —   | —                     | —                |
|   | CHUBK           | 21,486(1)                                 | *                     |                  |
| Douglas Wolfson<br>General Counsel and Secretary                          | CHUBA           | —   | —                     | —                |
|   | CHUBB           | —   | —                     | —                |
|   | CHUBK           | 82,644(1)(2)                              | *                     |                  |
| Mark Greenquist<br>Former Chief Financial Officer and<br>Treasurer(3)     | CHUBA           | —   | —                     | —                |
|   | CHUBB           | —   | —                     | —                |
|   | CHUBK           | 86,359                                    | *                     |                  |
| Bill Kong<br>Former Executive Vice President,<br>Products and Services(4) | CHUBA           | —   | —                     | —                |
|   | CHUBB           | —   | —                     | —                |
|   | CHUBK           | —   | —                     | —                |
| Gary Nafus<br>Former Chief Revenue Officer(5)                             | CHUBA           | —   | —                     | —                |
|   | CHUBB           | —   | —                     | —                |
|   | CHUBK           | —   | —                     | —                |
| All directors and executive officers as a<br>group (13 persons)           | CHUBA           | 14,351(1)(2)                              | *                     | *                |
|   | CHUBB           | —   | —                     | —                |
|   | CHUBK           | 2,479,668(1)(2)                           | 7.8                   |                  |

\* Less than one percent.

- (1) Includes beneficial ownership of shares that may be acquired upon exercise of, or which relate to, stock options exercisable on or within 60 days after January 31, 2018, as follows:

|                    | CHUBA         | CHUBK            |
|--------------------|---------------|------------------|
| Richard N. Baer    | 5,992         | 11,991           |
| Chad Hollingsworth | 1,352         | 2,704            |
| Brian Wendling     | 3,476         | 6,941            |
| Francis Poore      | □             | 1,772,537        |
| Richard Jones      | —             | 374,716          |
| John Hinkle        | —             | 68,513           |
| Michael Trimarchi  | —             | 38,683           |
| Douglas Wolfson    | □             | 76,167           |
| Mark Greenquist    | □             | 76,359           |
| Total              | <u>10,820</u> | <u>2,428,611</u> |

- (2) Includes DSUs and RSUs that may be settled in shares of our common stock on or within 60 days of January 31, 2018, as follows:

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|                   | <b>CHUBK</b>  |
|-------------------|---------------|
| Richard N. Baer   | 6,105         |
| Mark Cattini      | 8,276         |
| David Goldhill    | 6,105         |
| John Hinkle       | 4,792         |
| Michael P. Huseby | 9,362         |
| Betsy L. Morgan   | 6,105         |
| Michael Trimarchi | 6,710         |
| Luis Ubiñas       | 6,105         |
| Douglas Wolfson   | 5,368         |
| Total             | <u>58,928</u> |

- (3) Mr. Greenquist ceased serving as our Chief Financial Officer and Treasurer on December 14, 2017.
- (4) Mr. Kong ceased serving as our Executive Vice President, Products and Services on September 19, 2017.
- (5) Mr. Nafus ceased serving as our Chief Revenue Officer on October 30, 2017.

**Changes in Control**

On March 5, 2018, CommerceHub, Parent and Great Dane Merger Sub, Inc., a Delaware corporation and a direct, wholly owned subsidiary of Parent (“Merger Sub”), entered into an Agreement and Plan of Merger (as it may be amended from time to time, the “Merger Agreement”), pursuant to which Merger Sub will merge (the “Merger”) with and into CommerceHub, with CommerceHub continuing as the surviving corporation and a wholly owned subsidiary of Parent. Parent and Merger Sub were formed by affiliates of GTCR LLC and affiliates of Sycamore Partners Management, L.P. For additional information regarding the material terms of the Merger Agreement and other information regarding the Merger, see our Current Report on Form 8-K filed with the SEC on March 9, 2018 and proxy statement on Schedule 14A filed with the SEC on April 18, 2018.

**Equity Compensation Plan Information**

The following table sets forth information as of December 31, 2017 with respect to shares of our common stock authorized for issuance under our equity compensation plans in which our named executive officers and directors participate.

| Plan Category  | Number of securities to be issued upon exercise of outstanding options, warrants and rights | Weighted average exercise price of outstanding options, warrants and rights | Number of securities available for future issuance under equity compensation plans (excluding securities reflected in column (a)) |
|--|---|---|---|
|  | (a)(1)  | (b)(2)  | (c)(1)  |
| <i>Equity compensation plans approved by security holders(3):</i>                |   |   |   |
| <b>Second Amended and Restated CommerceHub, Inc. 2016 Omnibus Incentive Plan</b> |   |   |   |
|  |   |   | 15,346,064(4)   |
| CHUBA  | —   | —   | —   |
| CHUBB  | —   | —   | —   |
| CHUBK  | 325,092   | \$ 16.02  |   |
| <i>Equity compensation plans not approved by security holders(3):</i>            |   |   |   |
| <b>CommerceHub, Inc. Transitional Stock Adjustment Plan</b>                      |   |   |   |
|  |   |   | —(5)  |
| CHUBA  | 266,155   | \$ 7.90   |   |
| CHUBB  | 172,882   | \$ 11.89  |   |
| CHUBK  | 914,260   | \$ 9.05   |   |
| <b>CommerceHub, Inc. Legacy Stock Appreciation Rights Plan</b>                   |   |   |   |
|  |   |   | —(6)  |
| CHUBA  | —   | —   |   |
| CHUBB  | —   | —   |   |
| CHUBK  | 4,872,226   | \$ 12.94  |   |
| <b>CommerceHub, Inc. Employee Stock Purchase Plan</b>                            |   |   |   |
|  |   |   | 1,329,212(7)  |
| CHUBA  | —   | N/A   |   |
| CHUBB  | —   | N/A   |   |
| CHUBK  | —   | N/A   |   |
| <b>Total</b>   |   |   | <u>16,675,276</u>   |
| CHUBA  | 266,155   |   |   |
| CHUBB  | 172,882   |   |   |
| CHUBK  | <u>6,111,578</u>  |   |   |

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- (1) Each plan permits grants relating to shares of any series of our common stock, subject to a single aggregate limit.
  - (2) The weighted average exercise prices in this table do not take into account the RSUs issued under the transitional plan and the incentive plan, which are included in column (a).
  - (3) In connection with the Spin-Off, each of the plans in this table were approved by our board of directors and Liberty Interactive, our sole stockholder prior to the Spin-Off. In addition, our public stockholders approved the Second Amended and Restated CommerceHub, Inc. 2016 Omnibus Incentive Plan at our 2017 annual meeting on June 16, 2017.
  - (4) On January 1, 2018, this amount increased to 17,520,024, and this amount is subject to further increase, as described under “Executive Compensation—Executive Compensation Arrangements—Equity Incentive Plans—Second Amended and Restated CommerceHub, Inc. 2016 Omnibus Incentive Plan.”
  - (5) The transitional plan governs the terms and conditions of awards relating to our common stock that were granted in connection with adjustments made to awards that were granted by Liberty Interactive with respect to its Liberty Ventures common stock. As a result, no further grants are permitted under this plan.
  - (6) The legacy SAR plan governs the terms and conditions of options to purchase shares of our common stock that were granted in connection with adjustments made to awards of SARs granted by CTI prior to the Spin-Off. As a result, no further grants are permitted under this plan.
  - (7) On January 1, 2018, this amount increased to 1,764,004, and on March 26, 2018, the CommerceHub, Inc. Employee Stock Purchase Plan (the “ESPP”) was terminated. The ESPP was a stock purchase plan that met the requirements of Section 423 of the Code.

**Item 13. Certain Relationships and Related Transactions, and Director Independence.**

Under our Code of Business Conduct and Ethics and Corporate Governance Guidelines, if a director or executive officer has an actual or potential conflict of interest (which includes being a party to a proposed “related party transaction” (defined as any transaction which the Company would be required to disclose pursuant to Item 404 of Regulation S-K)), the director or executive officer should promptly inform the person designated by our board of directors to address such actual or potential conflicts. No related party transaction may be effected by our Company without the approval of our audit committee or another independent body of our board of directors designated to address such actual or potential conflicts.

**Director Independence**

It is our policy that a majority of the members of our board of directors be independent of our management. For a director to be deemed independent, our board must affirmatively determine that the director has no direct or indirect material relationship with us. To assist our board in determining which of our directors qualify as independent for purposes of applicable Nasdaq rules and SEC rules and regulations, our compensation committee follows the Corporate Governance Rules of The Nasdaq Stock Market LLC on the criteria for director independence.

Our board of directors has determined that each of Messrs. Cattini, Goldhill, Huseby and Ubiñas and Ms. Morgan qualifies as an independent director of our Company.

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**Item 14. Principal Accountant Fees and Services.**

**Audit Fees and All Other Fees**

The following table presents fees incurred after the Spin-Off for professional audit services rendered by KPMG LLP for the audit of our consolidated financial statements for the fiscal years ended December 31, 2017 and 2016 and fees billed for other services rendered by KPMG LLP:

|                              | 2017                | 2016                |
|------------------------------|---------------------|---------------------|
| Audit fees(1)                | \$ 1,349,000        | \$ 587,000          |
| Audit-related fees(2)        | —                   | 452,000             |
| Audit and audit-related fees | 1,349,000           | 1,039,000           |
| Tax fees(3)                  | 5,500               | —                   |
| Total fees                   | <u>\$ 1,354,500</u> | <u>\$ 1,039,000</u> |

(1) Audit fees increased in 2017 due to the loss of our “emerging growth company” status and the corresponding need for an integrated audit pursuant to the Sarbanes-Oxley Act of 2002.

(2) Audit-related fees consisted of reviews of registration statements and issuance of consents. \$400,000 of the audit-related fees in 2016 were reimbursed to the Company by Liberty Interactive.

(3) Tax fees consist of tax compliance and consultations regarding the tax implications of certain transactions.

Our audit committee has considered whether the provision of services by KPMG LLP to the Company other than auditing is compatible with KPMG LLP maintaining its independence and believes that the provision of such other services is compatible with KPMG LLP maintaining its independence.

**Policy on Pre-Approval of Audit and Permissible Non-Audit Services of Independent Auditors**

Our audit committee has adopted a policy regarding the pre-approval of all audit and permissible non-audit services provided by our independent auditors. Pursuant to this policy, our audit committee has approved the engagement of our independent auditors to provide the following services (all of which are collectively referred to as “pre-approved services”):

- audit services as specified in the policy, including (i) financial audits of our Company and our subsidiaries, (ii) services associated with registration statements, periodic reports and other documents filed or issued in connection with securities offerings (including comfort letters and consents), (iii) attestations of management reports on our internal controls and (iv) consultations with management as to accounting or disclosure treatment of transactions;
- audit-related services as specified in the policy, including (i) due diligence services, (ii) financial statement audits of employee benefit plans, (iii) consultations with management as to the accounting or disclosure treatment of transactions, (iv) attest services not required by statute or regulation, (v) certain audits incremental to the audit of our consolidated financial statements, (vi) closing balance sheet audits related to dispositions and (vii) general assistance with implementation of the requirements of certain SEC rules or listing standards; and
- tax services as specified in the policy, including federal, state, local and international tax planning, compliance and review services, and tax due diligence and advice regarding mergers and acquisitions.

Notwithstanding the foregoing general pre-approval, if an individual project involving the provision of pre-approved services is expected to result in fees in excess of \$100,000, or if individual projects equal to or less than \$100,000 are expected to equal or exceed \$500,000 in the aggregate during the period between the regularly

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scheduled meetings of the audit committee, then such projects will require the specific pre-approval of our audit committee. Pursuant to the policy, our audit committee has delegated the authority for the foregoing approvals to the chair of the audit committee, subject to his subsequent disclosure to the entire audit committee of the granting of any such approval. Mr. Huseby currently serves as the chair of our audit committee. In addition, the independent auditors are required to provide a report at each regularly scheduled audit committee meeting on all pre-approved services incurred during the preceding quarter. Any engagement of our independent auditors for services other than the pre-approved services requires the specific approval of our audit committee.

Our pre-approval policy prohibits the engagement of our independent auditors to provide any services that are subject to the prohibition imposed by Section 201 of the Sarbanes-Oxley Act of 2002.

All services provided by our independent auditors since the Spin-Off were approved in accordance with the terms of the policy in place.

**PART IV**

**Item 15. Exhibits, Financial Statement Schedules.**

(a)(3) Exhibits—The following exhibits to this Amendment No. 1 on Form 10-K/A are meant to supplement the Exhibits listed and/or filed in the Registrant’s Annual Report on Form 10-K for the year ended December 31, 2017, as amended:

- 10.7 [Form of CommerceHub, Inc. Legacy Stock Appreciation Rights Plan Stock Option Agreement.\\*](#)
- 10.21 [Offer Letter, dated June 17, 2013, between Commerce Technologies, Inc. \(“CTI”\) \(as predecessor to Commerce Technologies, LLC \(“CTLLC”\)\) and John Hinkle.\\*](#)
- 10.22 [Amendment to Offer Letter, dated July 20, 2016, between CTI and John Hinkle.\\*](#)
- 10.23 [Offer Letter, dated March 5, 2014, between CTI and Douglas Wolfson.\\*](#)
- 10.24 [Amendment to Offer Letter, dated July 20, 2016, between CTI and Douglas Wolfson.\\*](#)
- 10.25 [Offer Letter, dated March 8, 2017, between CTLLC and Gary Nafus.\\*](#)
- 10.26 [Release and Separation Agreement, dated October 26, 2017, by and between CTLLC and Gary Nafus.\\*](#)
- 10.27 [Offer Letter, dated April 12, 2016, between CTI and Bill Kong.\\*](#)
- 10.28 [Release and Separation Agreement, dated September 25, 2017, by and between CTLLC and Bill Kong.\\*](#)
- 31.3 [Rule 13a-14\(a\)/15d-14\(a\) Certification.\\*](#)
- 31.4 [Rule 13a-14\(a\)/15d-14\(a\) Certification.\\*](#)

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\* Filed herewith.

**SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, on April 27, 2018.

**COMMERCEHUB, INC.**

By: \_\_\_\_\_ /s/ FRANCIS POORE  
Name: Francis Poore  
Title: President and Chief Executive Officer

**FORM OF COMMERCEHUB, INC.  
LEGACY STOCK APPRECIATION RIGHTS  
PLAN  
STOCK OPTION AGREEMENT**

This Stock Option Agreement (the "Option Agreement"), dated as of the        day of        2016 (the "Conversion Date"), is between CommerceHub, Inc., a Delaware corporation (the "Company"), and        (the "Awardee").

WHEREAS, the Awardee was a holder of outstanding stock appreciation rights (the "Original SAR") granted on        (the "Original Grant Date") under the Commerce Technologies, Inc. 2010 Stock Appreciation Rights Plan (as amended effective as of January 13, 2011, the "Prior Plan") administered by Commerce Technologies, Inc. ("CTI").

WHEREAS, in connection with the reorganization of CTI, the merger of CTI with and into a subsidiary of the Company and the anticipated spin-off of the Company from Liberty Interactive Corporation, a Delaware corporation, the Prior Plan was amended and restated into the form of the CommerceHub Inc. Legacy Stock Appreciation Rights Plan (the "Plan") and, as of the Conversion Date, the outstanding stock appreciation rights under the Prior Plan were converted into options to purchase Common Shares pursuant to the Plan.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Grant of Option. Pursuant to the terms of the Plan, the Committee hereby grants to Awardee, an Option, subject to the terms, definitions and provisions of the Plan adopted by the Company, which is incorporated herein by reference, and pursuant to this Option Agreement. Unless otherwise defined herein, capitalized terms used in this Option Agreement shall have the meaning ascribed to such terms in the Plan. In the event of a conflict between the terms of the Plan and this Option Agreement, the Plan shall prevail.
  2. Value of the Option. The Option shall entitle the Awardee, after the Option has vested, to purchase Common Shares at the exercise price set forth on the attached Notice of Grant (the "Exercise Price") upon exercise of the Option pursuant to Section 5. No dividend equivalents are paid with respect to any Option.
  3. Nonassignability of Option. The Option is not assignable or transferable by the Awardee except by will or by the laws of descent and distribution. During the lifetime of the Awardee, only the Awardee or Awardee's guardian or legal representative shall be entitled to exercise the Option.
  4. Exercise Period. The Option or any portion thereof may be exercised only after the Option or any portion thereof has vested and only within the term set forth in the Notice of Grant contained herein and may be exercised during such term only in accordance with the terms of the Plan and this Option Agreement. No Options shall be exercisable after the tenth anniversary of the Original Grant Date.
  5. Method of Exercise. Options will be considered exercised (as to the number of Options specified in the notice referred to in clause (i) below) on the latest of (a) the date of exercise designated in the written notice referred to in clause (i) below, (b) if the date so designated is not
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a Business Day (as defined below), the first Business Day following such date or (c) the earliest Business Day by which the Company has received all of the following:

(i) Written notice, in such form as the Committee may require, containing such representations and warranties as the Committee may require and designating, among other things, the date of exercise and the number and of Common Shares to be purchased by exercise of Options (each, an “Option Share”);

(ii) Payment of the applicable Exercise Price for each Option Share in any (or a combination) of the following forms: (A) cash, (B) check, (C) the delivery, together with a properly executed exercise notice, of irrevocable instructions to a broker to deliver promptly to the Company the amount of sale or loan proceeds required to pay such Exercise Price (and, if applicable, the Required Withholding Amount as described in Section 6) or (D) the delivery of irrevocable instructions (provided such method of exercise is then-permitted by the Company) via the Company’s online grant and administration program for the Company to withhold the number of Common Shares (valued at the Fair Market Value of such Common Share on the date of exercise) required to pay such Exercise Price (and, if applicable, the Required Withholding Amount as described in Section 6) that would otherwise be delivered by the Company to the Awardee upon exercise of the Options; and

(iii) Any other documentation that the Committee may reasonably require.

As used in this Section 5, “Business Day” means any day other than Saturday, Sunday or a day on which banking institutions in Albany, New York, are required or authorized to be closed.

6. Mandatory Withholding for Taxes. The Awardee acknowledges and agrees that the Company will deduct from the Common Shares otherwise payable or deliverable upon exercise of any Options that number of Common Shares (valued at the Fair Market Value of such Common Shares on the date of exercise) that is equal to the amount of all federal, state and other governmental taxes required to be withheld by the Company or any subsidiary of the Company upon such exercise, as determined by the Company (the “Required Withholding Amount”), unless provisions to pay such Required Withholding Amount have been made to the satisfaction of the Company. If the Awardee elects to make payment of the applicable Exercise Price by delivery of irrevocable instructions to a broker to deliver promptly to the Company the amount of sale or loan proceeds required to pay such Exercise Price, such instructions may also include instructions to deliver the Required Withholding Amount to the Company. In such case, the Company will notify the broker promptly of its determination of the Required Withholding Amount.

7. Forfeiture. If the Awardee has a Separation from Service with the Company for any reason, any portion of this Option that is issued and outstanding but unvested as of the date of such termination of employment[, after giving effect to any acceleration of vesting provided for in the Notice of Grant herein,] will be cancelled and terminate as of the date of termination. If the Awardee has a Separation from Service for Cause [(as such term is defined in the Offer Letter between Awardee and CTI dated as of [●], as amended as of [●])] or, in the event that the Committee determines, in its sole discretion, that any conduct of the Awardee constitutes Grounds for Forfeiture of the Option, all rights of the Awardee under this Option Agreement and the Plan (including rights with respect to outstanding vested or unvested Options) will terminate as of the date of termination.

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8. Separation from Service. In case of the Awardee's Separation from Service for any reason other than for Cause, the Awardee may exercise this Option during the Termination Period set out in the Notice of Grant herein, but only to the extent it was exercisable at the date of such termination [after giving effect to any acceleration of vesting provided for in the Notice of Grant herein] (but in no event later than the "Term/Expiration Date" of this Option as set forth in the Notice of Grant herein). To the extent that Awardee was not entitled to exercise this Option at the date of such termination, and to the extent that Awardee does not exercise this Option (to the extent otherwise so entitled) within the Termination Period specified in the Notice of Grant, this Option shall terminate.

9. Clawback Policy. Notwithstanding any other provisions in this Option Agreement or the Plan, the Option shall be subject to recovery or clawback by the Company under any clawback policy adopted by the Company in accordance with Securities and Exchange Commission regulations or other applicable law, as amended or superseded from time to time.]

10. Tax Consequences.

- a. Awardee understands that upon either the grant or the exercise of this Option, the Awardee may recognize adverse tax consequences.
- b. Awardee understands that the Company will be required to withhold any tax or social insurance required from any governmental authority. Awardee is encouraged to consult with a tax advisor concerning the tax consequences of exercising this Option.

11. Entire Agreement. The Plan and this Option Agreement (including the Notice of Option Grant contained herein), constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of CTI and the Company and Awardee with respect to the subject matter hereof, and the Original SAR is hereby replaced in its entirety and is null and void and of no further effect.

AWARDEE ACKNOWLEDGES THAT NEITHER THE PLAN NOR THIS OPTION AGREEMENT CONFERS ANY RIGHT WITH RESPECT TO CONTINUANCE OF EMPLOYMENT WITH OR SERVICE TO THE COMPANY NOR INTERFERES IN ANY WAY WITH ANY RIGHT THE COMPANY WOULD OTHERWISE HAVE TO TERMINATE THE AWARDEE'S SERVICE AT ANY TIME, WITH OR WITHOUT CAUSE. NO PERSON SHALL, BY REASON OF PARTICIPATION IN THE PLAN, ACQUIRE ANY RIGHT OR TITLE TO ANY ASSETS, FUNDS OR PROPERTY OF THE COMPANY, INCLUDING WITHOUT LIMITATION, ANY SPECIFIC FUNDS, ASSETS OR OTHER PROPERTY WHICH THE COMPANY MAY SET ASIDE IN ANTICIPATION OF ANY LIABILITY UNDER THE PLAN. A PARTICIPANT SHALL HAVE ONLY A CONTRACTUAL RIGHT TO AN OPTION, IF ANY, PAYABLE UNDER THE PLAN, UNSECURED BY ANY ASSETS OF THE COMPANY, AND NOTHING CONTAINED IN THE PLAN SHALL CONSTITUTE A GUARANTEE THAT THE ASSETS OF THE COMPANY SHALL BE SUFFICIENT TO PAY ANY BENEFITS TO ANY PERSON.

Awardee acknowledges receipt of a copy of the Plan and certain information related thereto and represents that he or she is familiar with the terms and provisions thereof, and hereby accepts this Option Agreement subject to all of the terms and provisions of the Plan. Awardee has reviewed the Plan and this Option Agreement in their entirety, has had an opportunity to obtain the advice of independent counsel prior to executing this Option Agreement and fully understands all provisions relating to this Option Agreement. Awardee hereby agrees to accept as binding, conclusive and final

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all decisions or interpretations of the Committee upon any questions arising under the Plan or this Option Agreement.

If by [•], the Awardee does not reject the Options granted pursuant to this Option Agreement by written notice received by the Company's Human Resources Department, the Options will be deemed to be accepted on the Conversion Date.

*[Remainder of Page Intentionally Left Blank]*

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**COMMERCEHUB, INC.  
NOTICE OF OPTION  
GRANT**

[Awardee's Name and Address]

CommerceHub, Inc. (the "Company") has granted ("Awardee") an Option covering Common Shares of the Company as follows:

|   |          |
|---|----------|
| Original Grant Date:                            | _____    |
| Conversion Date:                                | _____    |
| Number of Common Shares Covered by this Option: | _____    |
| Exercise Price:                                 | \$ _____ |
| Term/Expiration Date:                           | _____    |

Vesting: The Option shall be vested and exercisable in accordance with the vesting schedule described below, subject to the Awardee continuing as an employee, consultant and/or director of the Company or an Affiliate or subsidiary of the Company on such dates. For further clarification, the Option shall be exercisable in accordance with the following schedule:

[INSERT VESTING SCHEDULE]

Accelerated Vesting:

A. Double Trigger Change of Control Accelerated Vesting. In the event the Company terminates the Awardee's employment other than for Cause during the six (6)-month period following the closing date of a Change of Control (as such term is defined below) resulting from a sale of all or substantially all of the Company's business (by stock sale, asset sale or merger) to a third party acquirer, other than an Exempt Holder (as such term is defined below), any Options that are issued and outstanding, but unvested, as of the date of such termination of employment will vest effective as of the date of such termination of employment, subject to the release requirement described below.

Any acceleration of vesting of unvested Options described in this paragraph A is subject to the condition subsequent that the Awardee delivers a general release of claims in form and substance satisfactory to the Company, [which release shall be provided by the Company to the Awardee within three (3) business days of the date of such termination of employment,] and that any applicable revocation period applicable to such release expires, both within [60][55] days following the date of such Separation from Service (the "Vesting Condition"). The Awardee acknowledges that while the Option or a portion thereof may retroactively vest effective as of the date of the Awardee's Separation from Service as set forth in this Notice of Option Grant, the Awardee will nonetheless not be able to exercise any accelerated portion of the Option unless and until the Vesting Condition is timely met.

"Change of Control" means any transaction in which the Company's Board (or, if approval of the Board is not required as a matter of law, the stockholders of the Company) shall approve (i) any merger, consolidation or binding share exchange to which the Company is a party as a result of which the holders of the Company's Common Shares immediately prior thereto have less than a majority of the combined voting power of the outstanding capital stock of the Company ordinarily (and apart from the rights accruing under special circumstances) having the right to vote in the election of

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directors immediately following such merger, consolidation or binding share exchange, or (ii) any sale, exchange or other transfer (in one transaction or a series of related transactions) of all, or substantially all, of the assets of the Company other than to an Affiliate of the Company. For the avoidance of doubt, a public offering of the Company's (or any of its Affiliate's) securities (including any spin-off or similar transaction and/or any other distribution of securities to the shareholders of the Company) and any corporate restructuring activities undertaken in connection with any such public offering, spin-off or distribution of securities shall not constitute a Change of Control resulting from a sale of the Company's business for purposes of this provision. "Exempt Holder" means any direct or indirect beneficial equity holder (or family members of beneficial holders that are individuals) of the Company or any of its direct or indirect parent entities which holder is also a director or officer of the Company or any of its direct or indirect parent entities.]

Termination Period: Any portion of the Option that, as of the date of the Awardee's Separation from Service for any reason other than for Cause, is unexpired, vested and non-forfeitable may be exercised until the "Close of Business" on the [three][six] month anniversary of the date of such Separation from Service with the Company (but in no event later than the Term/Expiration Date). "Close of Business" means, on any day, 5:00 p.m., Albany, New York time on such day.]

By your signature and the signature of the Company's representative below, you and the Company agree that this Option is granted under and governed by the terms and conditions of the Legacy Stock Appreciation Rights Plan which is incorporated herein by reference and the Option Agreement herein.

AWARDEE

COMMERCEHUB, INC.

\_\_\_\_\_

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

(Print Name): \_\_\_\_\_

(Print Name): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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CommerceHub

June 17, 2013

Dear John:

It is with great pleasure that I invite you to join Commerce Technologies, Inc (“CommerceHub”).

**Start Date:**

7/29/2013

**Title:**

EVP, Production Systems

**Reporting to:**

You will report directly to Richard Jones, CTO & EVP, Operations.

**Office Location:**

Upon your start date, you will be required to work at our Albany, NY facility.

**Compensation**

The key elements of your compensation package include the following:

**Base Salary**

Your annual base salary will be \$200,000. The company pay cycle is twice monthly; therefore you will be paid \$8,333.33 semi-monthly.

**Bonus**

You will be eligible for an annual bonus of up to 25% of your salary (or as otherwise set forth by the Board of Directors) and to be paid based on achieving objectives.

**Stock Appreciation Rights**

You have been selected to participate in Commerce Technologies, Inc Stock Appreciation Rights Plan (the “Plan”). Pursuant to the Plan, you will be granted the right to receive the “spread” between the fair market value of shares of Commerce Technologies, Inc common stock on the date you are awarded stock appreciation rights and the fair market value of that stock on the date of exercise, each as determined by the committee, with respect to **25,000** shares of common stock.

Please be advised that any grant of stock appreciation rights to you is subject to ratification by the Board of Directors and is subject to the express provisions, including, but not limited to, the vesting schedule and employment termination provisions of the Plan. Following ratification by the Board of Directors, you will be given a Stock Appreciation Rights Award agreement, together with a Summary of the provisions of the Plan.

**Vacation**

You will be provided 15 days of vacation, which accrue semi-monthly at 5.00 hours per pay period.

CommerceHub 255 Fuller Road • Suite 327 • Albany, NY 12203-3640  
tel. 518.810 0700 • fax 518.810 0701 • www.commercehub.com

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**Holidays**

Commerce Technologies, Inc. has eight company paid holidays.

**Health Benefits**

CTI offers flexible health benefits through *Empire Prism EPO*. This plan offers comprehensive coverage, preventative care, vision and a prescription drug plan. The Company contributes 79% of the single health insurance premium.

**Dental Benefits**

CTI offers a voluntary comprehensive dental program through Guardian Life Insurance after 90 days of full time employment.

**Life Insurance**

CTI offers Life insurance through Guardian Life Insurance. The Life Insurance coverage is paid for by CTI equivalent to 100% of your salary to a maximum of \$50,000 after 90 days of full time employment. We also offer voluntary life insurance for employees to purchase.

**Short Term Disability**

CTI offers short term disability through Mutual of Omaha. The short term disability is paid for by CTI after 90 days of full time employment.

**Long Term Disability**

CTI offers a voluntary long term disability through Mutual of Omaha. You are eligible to participate after 90 days of full time employment

**Flexible Spending**

CTI offers FlexPlan A Tax-Saving Flexible Benefits Program to put aside pre-tax dollars — an amount you determine to be taken out of your employee pay to reimburse yourself for qualified health related expenses that are not covered or only partially covered under your insurance plans

**401K Plan**

CTI has established a 401 K plan enabling you to shelter a portion of your income from federal and state income taxes CTI will make matching contributions equal to \$1 00 for each \$1 00 you contribute to the Plan each payroll period for the first 6% of your eligible compensation

**Direct Deposit**

CTI employs direct deposit for all payroll purposes

**Conditions of Employment**

This offer of employment is contingent upon a satisfactory background investigation. There are several other essential terms and conditions of your employment with Commerce Technologies, Inc. These include, but are not limited to, the following

First, Commerce Technologies, Inc 's offer of employment is for an employment-at-will position. Your employment is not for a definite or guaranteed period of time and you may be discharged, or you may resign, at any time, for any reason or no reason with or without cause and with or without prior notice.

CommerceHub 255 Fuller Road • Suite 327 • Albany, NY 12203-3640

tel. 518.810 0700 • fax 518810 0701 • [www.commercehub.com](http://www.commercehub.com)

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Second, you must read and sign Commerce Technologies, Inc.'s Confidential Information and Non-Compete Agreement ("Agreement") prior to reporting to work. You must fully comply with this Agreement.

Third, it is essential that you identify immediately in writing any circumstances or agreements with prior employers — including, but not limited to, non-competes which might interfere or limit your ability to work at Commerce Technologies, Inc. and to perform fully your duties and responsibilities.

Fourth, your employment is contingent upon your compliance with the US immigration law. The law requires you to complete the US Government Employment Eligibility Verification Form (I-9), and to provide on your first day of employment documents that verify your identity and employment eligibility.

I believe this position is tailored for your skill set. Should you have any questions, please do not hesitate to contact me directly.

Sincerely,

/s/ Richard Jones

Richard Jones, CTO & EVP, Operations  
Commerce Technologies, Inc.  
"CommerceHub"

/s/ Bob Marro

Bob Marro, Chief Financial Officer  
Commerce Technologies, Inc.  
"CommerceHub"

I acknowledge and accept this offer of employment with Commerce Technologies, Inc.

/s/ John Hinkle

John Hinkle

6/17/2013

Date

CommerceHub 255 Fuller Road • Suite 327 • Albany, NY 12203-3640  
tel. 518.810 0700 • fax 518.810 0701 • [www.commercehub.com](http://www.commercehub.com)

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**NON-COMPETITION, NON-DISCLOSURE  
AND NON-SOLICITATION AGREEMENT**

**Non-Competition, Non-Disclosure and Non-Solicitation Agreement, dated as of this  
14 July 2013 (the "Agreement"), between Commerce Technologies, Inc., a New  
York corporation with its principal place of business at 255 Fuller Road, Albany, NY  
12203 (the "Company") and, JOHN HINKLE, an individual residing at  
19 WINDSOR DR, ALBANY, NY 12205 ("Employee").**

**RECITALS:**

WHEREAS, Employee will be an employee of, or an advisor or consultant to, the Company or will be serving the Company in a similar capacity;  
and

WHEREAS, Employee acknowledges that he may have access to certain confidential information of the Company in the course of his employment;  
and

WHEREAS, Employee understands that the improper and unauthorized disclosure of such confidential information will cause damage to the  
Company; and

WHEREAS, Employee acknowledges that his employment by a competitor of the Company, the inducing of any of the Company's employees to  
leave the Company, the soliciting of the Company's customers on behalf of or for the benefit of any person or entity other than the Company or any similar  
actions will cause damage to the Company; and

WHEREAS, the Company desires that Employee and Employee recognizes the requirement to execute this Agreement as a material inducement for  
it to initiate Employee's employment (or such other arrangement) with the Company.

NOW, THEREFORE, on the basis of the foregoing premises and in consideration of the mutual covenants and agreements set forth herein, the parties  
hereto agree as follows:

Section 1.        **Secrecy and Non-Competition.**

(a)        **No Competing Employment.** Employee hereby warrants and agrees that he will not, during the term of his employment by the Company (or  
other arrangement) and for a period of twelve (12) months from the date of the termination of such employment (or other arrangement) (the "Restricted  
Period"), directly or indirectly, own (other than as a less than 5% shareholder of a publicly traded company), manage, operate or control, or participate in the  
ownership, management, operation or control of, or be connected with or have any interest in, as a stockholder, director, officer, employee, agent, consultant,  
partner or otherwise, in any business of the same nature as, or in competition with, the business in which the Company is now engaged.

(b)        **Non-Disclosure of Confidential Information.** Employee shall not disclose to any person or entity, or use for commercial purposes or allow  
third parties to use for commercial purposes, at any time after the date hereof, any information not in the public

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domain or generally known in the industry, in any form, acquired by him while employed by the Company, relating to the Company, including but not limited to information regarding customers, vendors, suppliers, trade secrets, training programs, manuals or materials, technical information, contracts, systems, procedures, mailing lists, know-how, trade names, price lists, financial or other data, business plans, code books, invoices and other financial statements, computer programs, software systems, databases, discs, printouts, plans (business, technical or otherwise), customer and industry lists, internal reports, personnel files, sales and advertising material, telephone numbers, names and addresses, or any other compilation of information (whether written or unwritten) which is or was used in the business of the Company.

(c) No Interference. During the Restricted Period, Employee shall not, whether for his own account or for the account of any other individual, partnership, firm, corporation or other business organization, directly or indirectly solicit, endeavor to entice away from the Company, or otherwise interfere with the relationship of the Company with any person who, to the knowledge of Employee, is employed by the Company or who is, or was within the prior twelve months, a customer or a client of the Company. This provision shall not prohibit Employee from contacting past employees of the Company.

(d) Inventions, etc. The Employee hereby sells, transfers and assigns to the Company or to any person or entity designated by the Company all of the entire right, title and interest of the Employee in and to all inventions, ideas, disclosures and improvements, whether patented or unpatented, and copyrightable material, made or conceived by the Employee, solely or jointly, during his employment by the Company which relate to methods, apparatus, designs, products, processes or devices, sold, leased, used or under consideration or development by the Company, or which otherwise relate to or pertain to the business, functions or operations of the Company or which arise from the efforts of the Employee during the course of his employment for the Company. The Employee shall communicate promptly and disclose to the Company, in such form as the Company requests, all information, details and data pertaining to the aforementioned inventions, ideas, disclosures and improvements; and the Employee shall execute and deliver to the Company such formal transfers and assignments and such other papers and documents as may be necessary or required of the Employee to permit the Company or any person or entity designated by the Company to file and prosecute the patent applications and, as to copyrightable material, to obtain copyright thereof. Any invention relating to the business of the Company and disclosed by the Employee within one year following the termination of his employment with the Company shall be deemed to fall within the provisions of this paragraph unless proved to have been first conceived and made following such termination.

(e) Injunctive Relief. Employee acknowledges that the restrictions in Sections 1(a)-(c) hereof are fair and reasonable given the nature of the Company's business and agrees that a violation of any of the respective covenants herein will cause irreparable injury to the Company not adequately compensable by money damages, and the Company shall be entitled, in addition to any other rights and remedies it may have hereunder, to enforce such restrictions by temporary or permanent injunctive or mandatory relief obtained in a court of competent jurisdiction without the necessity of proving damages and without prejudice to any other remedies it may have at law.

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(f) Extension of Restricted Period. In addition to the remedies the Company may seek and obtain pursuant to Section 1(e) above, the Restricted Period shall be extended by any and all periods during which Employee shall be found by a court to have been in violation of the restrictions contained in Sections 1(a)-(c).

Section 2. Waiver and Amendments. Any waiver, alteration, amendment or modification of any of the terms of this Agreement shall be valid only if made in writing and signed by the Company and Employee.

Section 3. Severability If any covenant or provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction or any mediator (i) the remaining terms and provisions hereof shall remain valid, and (ii) the invalid or unenforceable provision shall be deemed replaced by a term or provision that is valid and enforceable and comes closest to expressing the intention of the invalid term or provision.

Section 4. 1.1 Governing Law, Consent to Jurisdiction, etc.

(a) THIS AGREEMENT SHALL BE CONSTRUED, PERFORMED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

(b) Each of the Parties hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any court of the State of New York sitting in Albany, New York, or any Federal court of the United States of America sitting in the Northern District of New York and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the Transaction or for recognition or enforcement of any judgment relating to such transactions, and each of the Parties hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding shall be heard and determined in such court of the State of New York or, to the extent permitted by law, in such Federal court. Each of the Parties agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(c) Each of the Parties hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or related to this Agreement in any New York state or Federal court. Each of the Parties hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

Section 5. Notices.

(a) All communications under this Agreement shall be in writing and shall be delivered by hand or mailed by overnight courier or by registered or certified mail:

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- (i) If to Employee \_\_\_\_\_ or such other address as Employee may have furnished to the Company in writing,
- (ii) If to the Company at 255 Fuller Road, Albany, NY 12203, or such other address as the Company may have furnished to Employee in writing.
- (iii) Any notice so addressed shall be deemed to be given: if delivered by hand, on the date of delivery; if delivered by overnight courier, on the first business day following the date of mailing; and if by mail, on the third business day after mailing.

Section 6. Mediation. In the event of any disagreement relating to the terms or provisions of this Agreement, the Company and Employee agree to promptly submit the dispute to mediation with a mediator satisfactory to both the Company and Employee.

Section 7. Section Headings. The headings of the Sections and Subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement, affect the meaning or interpretation of this Agreement, or any term or provision hereof.

Section 8. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties regarding the subject matter addressed herein. This Agreement supersedes all prior negotiations, discussions, correspondence, communications, understandings and agreements between the Company and Employee regarding the subject matter of this Agreement.

Section 9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

COMMERCE TECHNOLOGIES, INC.

By: /s/ John Hinkle  
John Hinkle

/s/ Janet Cody  
Witness

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COMMERCE TECHNOLOGIES, INC.  
2010 STOCK APPRECIATION RIGHTS PLAN  
EVIDENCE OF STOCK APPRECIATION RIGHT

1. Grant of SAR. Pursuant to the terms of the Commerce Technologies, Inc. 2010 Stock Appreciation Rights Plan (“Plan”), the Committee hereby grants to John Hinkle (“Awardee”), a Stock Appreciation Right (“SAR”), subject to the terms, definitions and provisions of the Plan adopted by the Corporation, which is incorporated herein by reference, and pursuant to this Evidence of Stock Appreciation Right (the “Agreement”). Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Agreement. In the event of a conflict between the terms of the Plan and this Agreement, the Plan shall prevail.
  2. Value of the SAR. The SAR shall entitle the Awardee, after the SAR has vested and upon exercise of the SAR, to receive from the Corporation the Spread on the number of shares of the Corporation’s common stock, par value \$.001 per share, with respect to which the SAR is granted. The “Spread” is the excess of the Fair Market Value per Common Share at the date the SAR is exercised over the Fair Market Value per Common Share on the date of the grant (“Base Price”). No dividend equivalents are paid with respect to any SAR.
  3. Nonassignability of SAR. The SAR is not assignable or transferable by the Awardee except by will or by the laws of descent and distribution. During the lifetime of the Awardee, only the Awardee or Awardee’s guardian or legal representative shall be entitled to exercise the SAR.
  4. Exercise Period. The SAR may be exercised only after the SAR has vested and only within the term set forth in the Notice of Grant contained herein and may be exercised during such term only in accordance with the terms of the Plan and this Agreement. No SARs shall be exercisable after the tenth anniversary of the date of grant. In addition, the SAR may not be exercised during any “quiet period” or other period of exercise restriction as set forth in the “Policy Regarding SAR Exercise Restrictions” as adopted or as may be adopted or modified in the future by the Corporation.
  5. Method of Exercise. This SAR shall be exercisable by written notice (in the form attached as Exhibit A). Such written notice shall be signed by the Awardee and delivered in person or by certified mail to the Corporation. Subject to Section 4 of **this Agreement**, this SAR shall be deemed to be exercised upon receipt by the Corporation of such written notice.
  6. Form of Payment. The Corporation shall satisfy its obligation upon exercise of this SAR in cash.
  7. Forfeiture. If the Awardee has a Separation from Service with the Corporation for any reason other than an involuntary Separation from Service without Cause, and other than by reason of Death, Disability, or Retirement; or, in the event that the Committee determines, in its sole discretion, that any conduct of the Awardee constitutes grounds for forfeiture of the SAR, all rights of the Awardee under this Agreement and the Plan (including rights with respect to outstanding SARs) will terminate.
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8. Separation from Service. In case of the involuntary Separation from Service without Cause, or by reason of Death, Disability, or Retirement, the Awardee may exercise this SAR during the Termination Period set out in the Notice of Grant herein, but only to the extent it was exercisable at the date of such termination (but in no event later than the "Term/Expiration Date" of this SAR as set forth in the Notice of Grant herein). To the extent that Awardee was not entitled to exercise this SAR at the date of such termination, and to the extent that Awardee does not exercise this SAR (to the extent otherwise so entitled) within the time specified herein, this SAR shall terminate.

9. Tax Consequences.

- a. Awardee understands that upon either the grant or the exercise of this SAR, the Awardee may recognize adverse tax consequences.
- b. Awardee understands that the Corporation will be required to withhold any tax or social insurance required from any governmental authority. Awardee is encouraged to consult with a tax advisor concerning the tax consequences of exercising this SAR.

AWARDEE ACKNOWLEDGES THAT NEITHER THE PLAN NOR THIS AGREEMENT CONFERS ANY RIGHT WITH RESPECT TO CONTINUANCE OF EMPLOYMENT WITH OR SERVICE TO THE CORPORATION NOR INTERFERES IN ANY WAY WITH ANY RIGHT THE CORPORATION WOULD OTHERWISE HAVE TO TERMINATE THE AWARDEE'S SERVICE AT ANY TIME, WITH OR WITHOUT CAUSE. NO PERSON SHALL, BY REASON OF PARTICIPATION IN THE PLAN, ACQUIRE ANY RIGHT OR TITLE TO ANY ASSETS, FUNDS OR PROPERTY OF THE CORPORATION, INCLUDING WITHOUT LIMITATION, ANY SPECIFIC FUNDS, ASSETS OR OTHER PROPERTY WHICH THE CORPORATION MAY SET ASIDE IN ANTICIPATION OF ANY LIABILITY UNDER THE PLAN. A PARTICIPANT SHALL HAVE ONLY A CONTRACTUAL RIGHT TO A STOCK APPRECIATION RIGHT OR THE AMOUNTS, IF ANY, PAYABLE UNDER THE PLAN, UNSECURED BY ANY ASSETS OF THE CORPORATION, AND NOTHING CONTAINED IN THE PLAN SHALL CONSTITUTE A GUARANTEE THAT THE ASSETS OF THE CORPORATION SHALL BE SUFFICIENT TO PAY ANY BENEFITS TO ANY PERSON.

Awardee acknowledges receipt of a copy of the Plan and certain information related thereto and represents that he or she is familiar with the terms and provisions thereof, and hereby accepts this Agreement subject to all of the terms and provisions of the Plan. Awardee has reviewed the Plan and this SAR Agreement in their entirety, has had an opportunity to obtain the advice of independent counsel prior to executing this Agreement and fully understands all provisions relating to this Agreement. Awardee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan or this Agreement.

[Remainder of Page Intentionally Left Blank]

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COMMERCE TECHNOLOGIES, INC.  
NOTICE OF STOCK APPRECIATION RIGHT GRANT

John Hinkle  
19 Windsor Drive  
Albany, NY 12205

Commerce Technologies, Inc. (the "Corporation") has granted John Hinkle ("Awardee") a Stock Appreciation Right ("SAR") covering Common Shares of the Corporation as follows:

|  |                 |
|--|-----------------|
| Date of Grant:                                     | October 7, 2013 |
| Total Number of Common Shares Covered by this SAR: | 25,000          |
| Exercise Base Price:                               | \$13.62         |
| Term/Expiration Date:                              | October 7, 2023 |

Vesting: The SAR shall be vested and exercisable as to 25% of the SARs on each of the first four (4) anniversaries of the date of grant, subject to the Awardee continuing as an Employee of the Corporation or an affiliate or subsidiary of the Corporation on such dates. For further clarification, as stated in the 2010 Stock Appreciation Rights Plan, the SAR shall be exercisable in accordance with the following schedule:

|   |      |
|---|------|
| First anniversary of the Date of Grant  | 25%  |
| Second anniversary of the Date of Grant | 50%  |
| Third anniversary of the Date of Grant  | 75%  |
| Fourth anniversary of the Date of Grant | 100% |

Termination Period: Any unexpired, vested and non-forfeitable SAR may be exercised for [three (3) months] after Awardee's Separation from Service with the Corporation (but in no event later than the Term/Expiration Date).

By your signature and the signature of the Corporation's representative below, you and the Corporation agree that this SAR is granted under and governed by the terms and conditions of the 2010 Stock Appreciation Rights Plan which is incorporated herein by reference and the Evidence of Stock Appreciation Right herein.

AWARDEE

COMMERCE TECHNOLOGIES, INC.

/s/ John Hinkle

By: /s/ Frank Poore

(Print Name): JOHN HINKLE

(Print Name): Frank Poore

Title: CEO

Date: 10/7/2013

Date: 10/7/2013

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Exhibit A  
Form of Exercise Notice

COMMERCE TECHNOLOGIES, INC.  
STOCK APPRECIATION RIGHT ("SAR") EXERCISE NOTICE

Commerce Technologies, Inc.  
Attention: Corporate Secretary  
255 Fuller Road  
Suite 327  
Albany NY 12203

1. Exercise of SAR. Effective as of today, \_\_\_\_\_, 20\_\_\_\_, the undersigned ("Awardee") hereby elects to exercise a stock appreciation right with respect to \_\_\_\_\_ Common Shares (the "Shares") of Commerce Technologies, Inc. pursuant to the Evidence of Stock Appreciation Rights by and between Awardee and Commerce Technologies, Inc. ("Corporation"), dated \_\_\_\_\_ ("SAR Agreement") and pursuant to the Corporation's 2010 Stock Appreciation Rights Plan (the "Plan").
2. Representations of Awardee. Awardee acknowledges that Awardee has received, read and understood the Plan, the SAR Agreement, and the Notice of Stock Appreciation Right Grant therein ("Notice of Grant") and agrees to abide by and be bound by their terms and conditions.
3. Tax Consultation. Awardee understands that Awardee may suffer adverse tax consequences as a result of Awardee's exercise of rights under the SAR Agreement and this Notice. Awardee represents that Awardee has had the opportunity to consult with his or her own independent tax advisor in connection with exercising rights under this SAR Agreement and that Awardee is not relying on the Corporation for any tax advice.
4. Entire Agreement. The Plan, the "Policy Regarding SAR Exercise Restrictions" as adopted or as may be adopted or modified in the future by the Corporation, and the SAR Agreement and the Notice of Grant contained therein, are incorporated herein by reference and constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Corporation and Awardee with respect to the subject matter hereof, and are governed by New York law except for that body of law pertaining to conflict of laws.

Submitted by:  
AWARDEE

Accepted by:  
COMMERCE TECHNOLOGIES, INC.

(Print Name): \_\_\_\_\_

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

(Print Name): \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

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**AMENDMENT TO OFFER LETTER**

This Amendment to Offer Letter (this “Amendment”) is entered into effective as of July 20, 2016 (the “Effective Date”), by and between Commerce Technologies, Inc., a New York corporation (the “Company”), and John Hinkle, an individual (“Employee”).

**RECITALS**

A. The Company and Employee are parties to an Offer Letter dated as of June 17, 2013 (the “Offer Letter”). Capitalized terms used in this Amendment and not defined herein have the meanings given to such terms in the Offer Letter.

B. The Company and Employee hereby desire to amend the Offer Letter in accordance with the terms of this Amendment.

**AGREEMENT**

In consideration of the mutual covenants contained in this Amendment, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties intending to be legally bound agree as follows:

1. **Defined Terms.**

(a) The first sentence of the Offer Letter is amended and restated in its entirety as of the Effective Date to read as follows:

“It is with great pleasure that I invite you to join Commerce Technologies, Inc. (“the Company”).”

(b) As of the Effective Date, all references in the Offer Letter following the first sentence to “Commerce Technologies, Inc.” or “CTI” shall be amended to reference “the Company.”

2. **Base Salary Adjustment.** The paragraph entitled “**Base Salary**” in the Offer Letter is amended and restated in its entirety as of the Effective Date to read as follows:

“Your annual base salary will be \$255,000, which will be paid in accordance with the regular payroll practice of the Company as in effect from time to time. The Company’s current pay cycle is twice monthly; therefore, you will be paid \$10,625 semi-monthly, which amount is subject to all applicable withholdings.”

3. **Bonus Adjustment.** The paragraph entitled “**Bonus**” in the Offer Letter is amended and restated in its entirety as of the Effective Date to read as follows:

“You will be eligible to receive an annual cash bonus at the discretion of the Company and the Compensation Committee of the Board of Directors of the Company (the “Bonus”). Your target Bonus for each year will equal 40% of your annual base salary for such year. The Bonus will be determined in the sole discretion of the Compensation Committee of the Board of Directors of the Company or of the Company’s parent, and will be based on such criteria as are approved in advance by such committee in its sole discretion.”

4. **Stock Appreciation Rights.** As of the Effective Date, the following new section is inserted immediately following the two paragraphs regarding “**Stock Appreciation Rights**” in the Offer Letter:

**“Additional Grant of Stock Appreciation Rights**

Pursuant to the Plan, on July 20, 2016, the Company granted to you an additional award of 28,970 Stock Appreciation Rights (the “New SARs”), pursuant to the Evidence and Notice of Stock Appreciation Right provided to you. It is anticipated that, in connection with the Company’s previously announced plans to complete a spin-off, the Plan will be replaced by a successor plan, in which case the New SARs and any other SARs that you hold will be converted into a substantially equivalent equity incentive (which may be in the form of stock options or other equity incentive award) with respect to common stock shares in Commerce Technologies, Inc., or if the spin-off is completed, shares in the newly formed public company.”

5. **Severance.** As of the Effective Date, the following new section is inserted immediately following the new section with the heading entitled “**Additional Grant of Stock Appreciation Rights**” in the Offer Letter:

**“Severance**

If the Company terminates your employment other than for Cause (as defined below), or if you terminate your employment for Good Reason (as defined below), the Company will pay you, on the 60<sup>th</sup> day following the date of such termination (unless that day is not a business day, in which case such payments will be made on the immediately succeeding business day), a lump-sum severance amount equal to 100% of the net present value of your then-current annual base salary in effect as of the date of termination (discounted using the applicable Federal Rate for short-term obligations for the month in which the termination occurs); provided that any such severance payment shall be subject to the condition precedent that you shall have executed and delivered to the Company a general release of claims in form and substance satisfactory to the Company (which release shall be provided by the Company to you within three business days of the date of such termination of employment), and any legally required revocation period applicable to such release shall have expired without you

revoking such release, both within 60 days following the date of such termination. If such release is timely delivered and becomes irrevocable, an amount equal to 1/12 of the lump-sum severance amount specified in this paragraph shall constitute consideration for your delivery of the release pursuant to this paragraph (the "Release Consideration"). You acknowledge and agree that the amounts, if any, which may be payable under this paragraph are in lieu of and not in addition to any severance payments which may be generally available to employees of the Company and you hereby waive any right you may have in or to any severance payments not contained in this paragraph.

As used in this letter, "Cause" means: (a) your uncured continuing failure to substantially perform your duties with the Company after at least fourteen (14) days of prior notice is provided, (b) commission of a felony or any act of fraud or act or omission involving dishonesty or material disloyalty with respect to the Company or any of its customers or suppliers or other material business relations, (c) conduct tending to bring the Company into substantial public disgrace or disrepute, (d) your gross negligence or willful misconduct, or (e) your material breach of any agreement between you and the Company or any business conduct policies or code of conduct of the Company. As used in this letter, "Good Reason" means: a material reduction in your then-current base salary or target bonus opportunity (other than as part of an across the board reduction applicable to all eligible employees of the Company of such employee benefit). Notwithstanding the foregoing, (x) Good Reason will not be deemed to exist unless you give the Company notice within ninety (90) days after the occurrence of the event which you believe constitutes the basis for Good Reason, specifying the particular act or failure to act which you believe constitutes the basis for Good Reason, and give the Company a reasonable opportunity of at least thirty (30) days after receipt of such notice to cure such act or failure, if curable, and (y) Good Reason will not be deemed to exist if Cause to terminate your employment exists at the time of termination of your employment."

6. **Standard Terms.** As of the Effective Date, the following new section is inserted immediately following the new section with the heading entitled "**Severance**" in the Offer Letter:

**"Standard Terms**

This letter is subject in all respects to the terms and conditions contained in the Standard Terms Addendum attached as Exhibit A hereto, which Addendum is incorporated herein by this reference."

7. Except as modified herein, the Offer Letter remains in full force and effect. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Offer Letter to be effective as of the Effective Date, notwithstanding the actual date hereof.

*[Signature page follows]*

**EMPLOYEE**

/s/ John Hinkle  
John Hinkle

**COMMERCE TECHNOLOGIES, INC.**

/s/ Michael Trimarchi  
(Print Name): MICHAEL TRIMARCHI  
Title: CAO

**Exhibit A**

**Standard Terms Addendum (“Addendum”)**

In consideration of the mutual covenants contained in the Amendment to Offer Letter dated July 20, 2016, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, you and the Company, intending to be legally bound, agree that the offer letter to which this Addendum is attached, and all attachments thereto (collectively, the “Offer Letter”), shall be in all respects subject to the terms contained in this Addendum, and that this Addendum shall be incorporated as part of the Offer Letter. All capitalized terms used in this Addendum that are not otherwise defined shall have the meaning given to them under the Offer Letter.

1. **Continued Compliance.** You reaffirm your obligations under Sections 1(a)-(c) of the Non-Competition, Non-Disclosure and Non-Solicitation Agreement dated July 19, 2013, by and between you and Commerce Technologies, Inc. (the “Employee Agreement”) and agree that the terms of this Offer Letter and the New SARs constitute consideration for your continuing obligations under such agreement. You further agree that in the event of your material breach of any of the restrictions contained in the Employee Agreement, that if capable of being cured, is not cured by you within 30 days following notice of such breach from the Company, you will repay to the Company any and all severance amounts received by you pursuant to the Offer Letter (whether such payments were received prior or subsequent to such breach, but excluding an amount equal to the Release Consideration), and you will not be entitled to any further severance payments or other severance benefits under the Offer Letter. You further agree that: (i) the existence of any unrelated claims which you may have against the Company, whether under the Offer Letter or otherwise, will not be a defense to the enforcement by the Company of any of its rights under the Employee Agreement; (ii) **your** covenants contained in Sections 1(a)-(c) of the Employee Agreement are in addition to, and not in lieu of, any obligations which you may have with respect to the subject matter of such Sections, whether by contract, as a matter of law or otherwise, and (iii) such covenants and their enforceability will survive any termination with respect to you by either party and any investigation made with respect to the breach thereof by the Company.

2. **Arbitration.** Any controversy, claim or dispute arising out of or in any way relating to the Offer Letter (including whether such controversy, claim or dispute is subject to arbitration), excepting only claims that may not, by statute, be arbitrated, will be submitted to binding arbitration. Both you and the Company acknowledge that you are relinquishing their right to a jury trial. You and the Company agree that arbitration will be the exclusive method for resolving disputes arising out of or related to the Offer Letter or your employment with the Company.

The arbitration will be administered by JAMS in accordance with the Employment Arbitration Rules & Procedures of JAMS then in effect and subject to JAMS Policy on Employment Arbitration Minimum Standards, except as otherwise provided in the Offer Letter. Arbitration will be commenced and heard in the Albany, New York metropolitan area. Only one arbitrator will preside over the proceedings, who will be selected by agreement of the parties

from a list of five or more qualified arbitrators provided by the arbitration tribunal, or if the parties are unable to agree on an arbitrator within 10 business days following receipt of such list, the arbitration tribunal will select the arbitrator. The arbitrator will apply the substantive law (and the law of remedies, if applicable) of New York or federal law, or both, as applicable to the claim(s) asserted. In any arbitration, the burden of proof will be allocated as provided by applicable law. The arbitrator will have the authority to award any and all legal and equitable relief authorized by the law applicable to the claim(s) being asserted in the arbitration, as if the claim(s) were brought in a federal court of law. Either party may bring an action in court to compel arbitration under the Offer Letter and to enforce an arbitration award. Discovery, such as depositions or document requests, will be available to the Company and you as though the dispute were pending in U.S. federal court. The arbitrator will have the ability to rule on pre-hearing motions as though the matter were in a U.S. federal court, including the ability to rule on a motion for summary judgment.

If permitted by applicable law, the fees of the arbitrator and any other fees for the administration of the arbitration that would not normally be incurred if the action were brought in a court of law (e2, filing fees or room rental fees) will be shared equally by the parties. If the foregoing is not permitted by applicable law, the fees of the arbitrator and any other fees for the administration of the arbitration that would not normally be incurred if the action were brought in a court of law will be paid by the Company, provided that you will be required to pay the amount of filing fees equal to that which you would be required to pay to file an action in a New York state court. Each party will pay its own attorneys' fees and other costs incurred in connection with the arbitration, unless the relief authorized by law allows otherwise and the arbitrator determines that such fees and costs will be paid in a different manner. The arbitrator must provide a written decision that is subject to limited judicial review consistent with applicable law.

3. **Compliance with Section 409A.**

(a) The Company and you intend that, to the maximum extent possible, any amounts paid pursuant to the Offer Letter shall qualify as a short-term deferral pursuant to the Internal Revenue Code of 1986, as amended (the "Code") Section 409A or as separation pay exempt from Code Section 409A. Without limiting the foregoing, to the extent that the provisions of Code Section 409A or any Treasury regulations promulgated thereunder are applicable to any amounts payable hereunder, the Company and you intend that the Offer Letter will meet the requirements of such Code section and regulations and that the provisions hereof will be interpreted in a manner that is consistent with such intent. You will cooperate with the Company in taking such actions as the Company may reasonably request to assure that the Offer Letter will meet the requirements of Code Section 409A and any regulations promulgated thereunder.

(b) Unless otherwise permitted under Code Section 409A, all in-kind benefits, expenses or other reimbursements paid pursuant to the Offer Letter that are taxable income to you (i) will be paid no later than the end of the calendar year next following the calendar year in which you incurs such expense; (ii) will not be subject to liquidation or exchange for another benefit; and (iii) the amount of expenses eligible for reimbursements or in-kind benefits provided during any taxable year shall not affect the expenses eligible for reimbursement or in-kind benefits to be provided in any other taxable year.

(c) For purposes of Code Section 409A, your right to receive any installment payments under the Offer Letter (whether severance payments, reimbursements or otherwise) shall be treated as a right to receive a series of separate payments and, accordingly, each installment payment hereunder shall at all times be considered a separate and distinct payment.

(d) With respect to any amount that becomes payable to you under the Offer Letter upon your “separation from service,” as defined below, for any reason, notwithstanding any other provision of the Offer Letter to the contrary, if the Company determines in good faith that you are a “specified employee” under Code Section 409A then, to the extent required under Code Section 409A, any amount that otherwise would be payable to you during the six-month period following your separation from service shall be suspended until the lapse of such six-month period (or, if earlier, the date of your death). The amount that otherwise would be payable to you during such period of suspension shall be paid in a single payment on the day following the end of such six-month period (or, if such day is not a business day, on the next succeeding business day) or within 30 days following your death during such six-month period, provided that your death during such six-month period shall not cause the acceleration of any amount that otherwise would be payable on any date during such six-month period following the date of your death. My amounts not subject to the suspension described in the preceding sentence shall be paid as otherwise provided in the Offer Letter. A “separation from service” means a separation from service with the Company and all other persons or entities with whom the Company would be considered a single employer under Section 414(b) or 414(c) of the Code, applying the 80% threshold used in such Code sections and the Treasury Regulations thereunder, all within the meaning of Code Section 409A.

(e) To the extent required to avoid the imposition of additional taxes and penalties under Code Section 409A, amounts payable under the Offer Letter on termination of employment will not be paid until you experience a separation from service within the meaning of Code Section 409A as specified above.

In no event will the Company be liable for any additional tax, interest or penalties that may be imposed on you under Code Section 409A or for any damages for failing to comply with Code Section 409A.

(g) Notwithstanding any provision of the Offer Letter to the contrary, in no event shall the timing of your or your legal representative’s execution of any release, directly or indirectly, result in you designating the calendar year of payment, and if a payment pursuant to the Offer Letter that is subject to execution of a release could be made in more than one taxable year, based on timing of the execution of the release, payment shall be made in the later taxable year.

4. **General Provisions.**

(a) Severability. Whenever possible, each provision of the Offer Letter will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of the Offer Letter is held to be invalid, illegal or unenforceable in any respect under any

applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but the Offer Letter will (except as otherwise expressly provided herein) be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

(b) Entire Agreement. The Offer Letter (as amended effective as of July 20, 2016), together with this Addendum and any award agreements you may hold, contain the entire agreement between the parties concerning your employment with the Company and supersedes all prior agreements, understandings, discussions, negotiations and undertakings, whether written or oral, between the parties with respect thereto.

(c) No Strict Construction: Headings. The language used in this Addendum and the Offer Letter will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party. The headings of the sections contained in this Addendum and the Offer Letter are for convenience only and will not be deemed to control or affect the meaning or construction of any provision of this Addendum or the Offer Letter.

(d) Applicable Law. Subject to Section 2 of this Addendum, above, the Offer Letter will be governed by and construed in accordance with the laws of the State of New York, applied without reference to principles of conflict of laws.

(e) Amendment and Waiver. The provisions of the Offer Letter may be amended only by a writing signed by the Company and you. No waiver by a party of a breach or default hereunder will be valid unless in a writing signed by the waiving party, and no such waiver will be deemed a waiver of any subsequent breach or default. No delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operates as a waiver of any right or remedy.

(f) Withholding. All payments to you under the Offer Letter will be subject to withholding on account of federal, state and local taxes as required by law.

(g) Survival. Obligations of you and the Company existing as of the date of termination that have not been fully performed or that by their nature would be intended to survive a termination or expiration will survive and continue in effect in accordance with their terms, including the provisions of the Employee Agreement.

(h) Successors and Assigns. The Offer Letter will bind and inure to the benefit of and be enforceable by you, the Company, your and the Company's respective permitted successors and assigns, and your estate, heirs and legal representatives (as applicable). The Company may assign the Offer Letter to any successor to all or substantially all of its business, whereupon any references in the Offer Letter to "the Company" will become references to such assignee or successor, as applicable. For the avoidance of doubt, no such assignment shall be treated as a termination of your employment with the assignor for purposes of the Offer Letter and the assignor will be relieved of its obligations under the Offer Letter. Except as set forth in this paragraph, the rights granted and obligations undertaken in the Offer Letter are personal to the

parties, and neither party may transfer, assign or sublicense such rights or obligations to any third-party. Any attempted transfer, assignment or sublicense of such rights or obligations by either party in violation of this paragraph will be null and void.

(i) Counterparts. This Amendment may be executed and delivered in separate counterparts (including by facsimile, "PDF" scanned image or other electronic means), each of which is deemed to be an original and all of which taken together constitute one and the same agreement. This Amendment will become effective only when counterparts have been executed and delivered by all parties whose names are set forth on the signature page(s) hereof.

March 5, 2014

Douglas A. Wolfson  
44 Denton Rd.  
Wellesley, MA 02482

Dear Doug:

It is with great pleasure that I offer you a position within Commerce Technologies, Inc. (“CommerceHub”).

**Start Date:**

March 26, 2014

**Title:**

Vice President & General Counsel

**Reporting to:**

You will report directly to Bob Marro, CFO.

**Office Location:**

Upon your start date, you will be required to work in our Albany, NY headquarters and as needed at our Clifton Park facility.

**Compensation**

The key elements of your compensation package include the following:

**Base Salary**

Your annual base salary will be \$215,000. The company pay cycle is twice monthly; therefore for your first year of employment, you will be paid \$8,958.33 semi-monthly.

**Bonus**

Employee shall be eligible to receive an annual bonus of thirty percent (30%) of the Employee’s salary, to be adjusted (either higher or lower) at the discretion of management of the company and the Board of Directors, and based upon the satisfaction of performance goals decided by management of the company.

**Stock Appreciation Rights**

You have been selected to participate in Commerce Technologies, Inc. Stock Appreciation Rights Plan (the “Plan”). Pursuant to the Plan, you will be granted the right to receive the “spread” between the fair market value of shares of Commerce Technologies, Inc. common stock on the date you are awarded stock appreciation rights, and the fair market value of that stock on the date of exercise, each as determined by the committee, with respect to 10,000 shares of common stock that will vest as follows:

- 25% Vesting — 2,500:      On the first anniversary of the date of grant.
  - 25% Vesting — 2,500:      On the second anniversary of the date of grant.
  - 25% Vesting — 2,500:      On the third anniversary of the date of grant.
  - 25% Vesting — 2,500:      On the fourth anniversary of the date of grant.
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Please be advised that any grant of stock appreciation rights to you is subject to ratification by the Board of Directors and is subject to the express provisions, including, but not limited to, the vesting schedule and employment termination provisions of the Plan. Following ratification by the Board of Directors, you will be given a Stock Appreciation Rights Award agreement, together with a Summary of the provisions of the Plan.

**Severance**

if the company terminates your employment other than for cause (as defined below), the company will pay you a lump-sum severance amount equal to 50% of your then-current annual base. As used here, "cause" means: (a) your continuing failure to substantially perform your duties with the company after notice is provided (other than due to your incapacity due to physical or mental illness), (b) commission of a felony or any act of fraud or any act or omission involving dishonesty, or material disloyalty with respect to the company, or any of its customers or suppliers or other material business relations, (c) conduct tending to bring the Company into substantial public disgrace or disrepute, (d) your gross negligence or willful misconduct, or (e) any other material breach by you your Employee Agreement, your Confidential Information and Non-Compete Agreement. or any other agreement between you and the Company.

**Relocation Package**

To assist you in your permanent relocation, CommerceHub will reimburse you up to \$25,000 for documented expenses of relocating from your current home address to the Albany area. CommerceHub will reimburse you for Eligible Expenses (see below) upon the submission of valid receipts. As part of this relocation package, Eligible Expenses include those expenses that are incurred from start date through June 30, 2014:

- Temporary housing from start date
- Car rental from start date
- Costs incurred because of the move such as such as lease termination, bills, fix ups, and travel

in the event you voluntarily resign from the company within one year of your start date, you will be obligated to return any money received under the terms of this Relocation Package to CommerceHub.

**Paid Time Off (PTO)**

You will be provided 20 days of PTO, which will accrue semi-monthly at the rate of 6.667 hours per pay period. You will also be given one additional PTO day for volunteer work under our volunteer time off policy.

**Holidays**

CommerceHub has eight company paid holidays.

**Health Benefits**

CommerceHub offers flexible health benefits through *CDPHP*. This plan offers comprehensive coverage, preventative care, and a prescription drug plan.

**Dental/Vision Benefits**

CommerceHub offers a voluntary comprehensive dental and vision programs through Guardian Life Insurance.

**Life Insurance**

CommerceHub offers Life insurance through Guardian Life Insurance. The Life Insurance coverage is paid for by CommerceHub equivalent to 100% of your salary to a maximum of \$50,000 after 90 days of full time employment. We also offer voluntary life insurance for employees to purchase.

**Short Term Disability**

CommerceHub offers short term disability through Mutual of Omaha. The short term disability is paid for by CommerceHub after 90 days of full time employment.

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**Long Term Disability**

CommerceHub offers a voluntary long term disability through Mutual of Omaha. You are eligible to participate after 90 days of full time employment.

**Flexible Spending**

CommerceHub offers a Flex Plan. A Tax-Saving Flexible Benefits Program to put aside pre-tax dollars - an amount you determine to be taken out of your employee pay to reimburse yourself for qualified health related expenses that are not covered or only partially covered under your insurance plans.

**401K Plan**

CommerceHub has established a 401K plan enabling you to shelter a portion of your income from federal and state income taxes. CommerceHub will make matching contributions equal to \$1.00 for each \$1.00 you contribute to the Plan each payroll period for the first 6% of your eligible compensation.

**Direct Deposit**

CommerceHub employs direct deposit for all payroll purposes.

**Conditions of Employment**

This offer is contingent upon a satisfactory background investigation. There are several other essential terms and conditions of your employment with Commerce Technologies, Inc. These include, but are not limited to, the following:

First, Commerce Technologies, Inc.'s offer of employment will include an Employee Agreement that defines the terms and conditions of your employment.

Second, you must read and sign Commerce Technologies, Inc.'s Confidential Information and Non-Compete Agreement ("Agreement") prior to reporting to work. You must fully comply with this Agreement.

Third, it is essential that you identify immediately in writing any circumstances or agreements with prior employers - including, but not limited to non-compete agreements - which might interfere or limit in any way your ability to work at Commerce Technologies, Inc. and to perform fully your duties and responsibilities.

Fourth, your employment is contingent upon your compliance with the US immigration law. The law requires you to complete the US Government Employment Eligibility Verification Form (I-9), and to provide on your first day of employment documents that verify your identity and employment eligibility.

I believe this position is tailored for your skill set. Should you have any questions, please do not hesitate to contact me directly.

Sincerely,

/s/ Bob Marro

\_\_\_\_\_  
Bob Marro CFO  
Commerce Technologies, Inc.  
"CommerceHub"

I acknowledge and accept the terms of this offer of employment with Commerce Technologies, Inc.

/s/ Douglas A. Wolfson  
\_\_\_\_\_  
Douglas A. Wolfson

3/5/14  
\_\_\_\_\_  
Date



AMENDMENT TO OFFER LETTER

This Amendment to Offer Letter (this “Amendment”) is entered into effective as of July 20, 2016 (the “Effective Date”), by and between Commerce Technologies, Inc., a New York corporation (the “Company”), and Douglas A. Wolfson, an individual (“Employee”).

RECITALS

A. The Company and Employee are parties to an Offer Letter dated as of March 5, 2014 (the “Offer Letter”). Capitalized terms used in this Amendment and not defined herein have the meanings given to such terms in the Offer Letter.

B. The Company and Employee hereby desire to amend the Offer Letter in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual covenants contained in this Amendment, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties intending to be legally bound agree as follows:

1. Defined Terms.

(a) The first sentence of the Offer Letter is amended and restated in its entirety as of the Effective Date to read as follows:

“It is with great pleasure that I offer you a position within Commerce Technologies, Inc. (“the Company”).”

(b) As of the Effective Date, all references in the Offer Letter following the first sentence to “CommerceHub”, “the company”, or “Commerce Technologies, Inc.” shall be amended to reference “the Company”.

2. Reporting. The paragraph entitled “**Reporting to**” in the Offer Letter is amended and restated in its entirety as of the Effective Date to read as follows:

“**You will report directly to the President and Chief Executive Officer of the Company.**”

3. Base Salary Adjustment. The paragraph entitled “**Base Salary**” in the Offer Letter is amended and restated in its entirety as of the Effective Date to read as follows:

“Your annual base salary will be \$275,000, which will be paid in accordance with the regular payroll practice of the Company as in effect from time to time. The Company’s current pay cycle is twice monthly; therefore, you will be paid \$11,458.33 semi-monthly, which amount is subject to all applicable withholdings.”

4. **Bonus Adjustment.** The paragraph entitled “**Bonus**” in the Offer Letter is amended and restated in its entirety as of the Effective Date to read as follows:

“You will be eligible to receive an annual cash bonus at the discretion of the Company and the Compensation Committee of the Board of Directors of the Company (the “**Bonus**”). Your target Bonus for each year will equal 45% of your annual base salary for such year. The Bonus will be determined in the sole discretion of the Compensation Committee of the Board of Directors of the Company or of the Company’s parent, and will be based on such criteria as are approved in advance by such committee in its sole discretion.”

5. **Stock Appreciation Rights.** As of the Effective Date, the following new section is inserted immediately following the two paragraphs regarding “**Stock Appreciation Rights**” in the Offer Letter:

**“Additional Grant of Stock Appreciation Rights**

Pursuant to the Plan, on July 20, 2016, the Company granted to you an additional award of 86,910 Stock Appreciation Rights (the “**New SARs**”), pursuant to the Evidence and Notice of Stock Appreciation Right provided to you. It is anticipated that, in connection with the Company’s previously announced plans to complete a spin-off, the Plan will be replaced by a successor plan, in which case the **New SARs** and any other SARs that you hold will be converted into a substantially equivalent equity incentive (which may be in the form of stock options or other equity incentive award) with respect to common stock shares in Commerce Technologies, Inc., or if the spin-off is completed, shares in the newly formed public company.”

6. **Severance.** As of the Effective Date, the section entitled “**Severance**” in the Offer Letter is amended and restated in its entirety to read as follows:

**“Severance**

If the Company terminates your employment other than for Cause (as defined below), or if you terminate your employment for Good Reason (as defined below), the Company will pay you: (i) on the 60<sup>th</sup> day following the date of such termination (unless that day is not a business day, in which case such payments will be made on the immediately succeeding business day), a lump-sum severance amount equal to 100% of the net present value of your then-current annual base salary in effect as of the date of termination (discounted using the applicable Federal Rate for short-term obligations for the month in which the termination occurs), and (ii) if you timely elect continued coverage under the Company’s medical plan or plans pursuant to COBRA, the applicable premium required for COBRA continuation coverage for you (and your spouse and eligible dependents, as applicable, if they were covered under the applicable insurance immediately prior to the termination

of your employment) until the earlier of the date you receive equivalent coverage from a successor employer, or the first anniversary of the date of such termination; provided that the severance payments described in clauses (i) and (ii) of this paragraph shall be subject to the condition precedent that you shall have executed and delivered to the Company a general release of claims in form and substance satisfactory to the Company (which release shall be provided by the Company to you within three business days of the date of such termination of employment), and any legally required revocation period applicable to such release shall have expired without you revoking such release, both within 60 days following the date of such termination. If such release is timely delivered and becomes irrevocable, an amount equal to 1/12 of the lump sum severance amount specified in clause (i) of this paragraph shall constitute consideration for your delivery of the release pursuant to this paragraph (the "Release Consideration"). You acknowledge and agree that the amounts, if any, which may be payable under this paragraph are in lieu of and not in addition to any severance payments which may be generally available to employees of the Company and you hereby waive any right you may have in or to any severance payments not contained in this paragraph.

As used in this letter, "Cause" means: (a) your uncured continuing failure to substantially perform your duties with the Company after at least fourteen (14) days of prior notice is provided, (b) commission of a felony or any act of fraud or act or omission involving dishonesty or material disloyalty with respect to the Company or any of its customers or suppliers or other material business relations, (c) conduct tending to bring the Company into substantial public disgrace or disrepute, (d) your gross negligence or willful misconduct, or (e) your material breach of any agreement between you and the Company or any business conduct policies or code of conduct of the Company. As used in this letter, "Good Reason" means: a material reduction in your then-current base salary or target bonus opportunity (other than as part of an across the board reduction applicable to all eligible employees of the Company of such employee benefit). Notwithstanding the foregoing, (x) Good Reason will not be deemed to exist unless you give the Company notice within ninety (90) days after the occurrence of the event which you believe constitutes the basis for Good Reason, specifying the particular act or failure to act which you believe constitutes the basis for Good Reason, and give the Company a reasonable opportunity of at least thirty (30) days after receipt of such notice to cure such act or failure, if curable, and (y) Good Reason will not be deemed to exist if Cause to terminate your employment exists at the time of termination of your employment."

7. **Standard Terms.** As of the Effective Date, the following new section is inserted immediately following the section with the heading entitled "**Direct Deposit**" in the Offer Letter:

**“Standard Terms**

This letter is subject in all respects to the terms and conditions contained in the Standard Terms Addendum attached as Exhibit A hereto, which Addendum is incorporated herein by this reference.”

8. Except as modified herein, the Offer Letter remains in full force and effect. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Offer Letter to be effective as of the Effective Date, notwithstanding the actual date hereof.

*[Signature page follows]*

Column A - Executive Employment & Option Agreements

**EMPLOYEE**

**COMMERCE TECHNOLOGIES, INC.**

/s/ Douglas A. Wolfson  
Douglas A. Wolfson

/s/ Michael Trimarchi  
(Print Name): MICHAEL TRIMARCHI  
Title: CAO

**Exhibit A**

**Standard Terms Addendum (“Addendum”)**

In consideration of the mutual covenants contained in the Amendment to Offer Letter dated July 20, 2016, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, you and the Company, intending to be legally bound, agree that the offer letter to which this Addendum is attached, and all attachments thereto (collectively, the “Offer Letter”), shall be in all respects subject to the terms contained in this Addendum, and that this Addendum shall be incorporated as part of the Offer Letter. All capitalized terms used in this Addendum that are not otherwise defined shall have the meaning given to them under the Offer Letter.

1. **Continued Compliance.** You reaffirm your obligations under Sections 1(a)-(c) of the Non-Competition, Non-Disclosure and Non-Solicitation Agreement dated March 26, 2014, by and between you and Commerce Technologies, Inc. (the “Employee Agreement”) and agree that the terms of this Offer Letter and the New SARs constitute consideration for your continuing obligations under such agreement. You further agree that in the event of your material breach of any of the restrictions contained in the Employee Agreement, that if capable of being cured, is not cured by you within 30 days following notice of such breach from the Company, you will repay to the Company any and all severance amounts received by you pursuant to the Offer Letter (whether such payments were received prior or subsequent to such breach, but excluding an amount equal to the Release Consideration), and you will not be entitled to any further severance payments or other severance benefits under the Offer Letter. You further agree that: (i) the existence of any unrelated claims which you may have against the Company, whether under the Offer Letter or otherwise, will not be a defense to the enforcement by the Company of any of its rights under the Employee Agreement; (ii) your covenants contained in Sections 1(a)-(c) of the Employee Agreement are in addition to, and not in lieu of, any obligations which you may have with respect to the subject matter of such Sections, whether by contract, as a matter of law or otherwise, and (iii) such covenants and their enforceability will survive any termination with respect to you by either party and any investigation made with respect to the breach thereof by the Company.

2. **Arbitration.** Any controversy, claim or dispute arising out of or in any way relating to the Offer Letter (including whether such controversy, claim or dispute is subject to arbitration), excepting only claims that may not, by statute, be arbitrated, will be submitted to binding arbitration. Both you and the Company acknowledge that you are relinquishing their right to a jury trial. You and the Company agree that arbitration will be the exclusive method for resolving disputes arising out of or related to the Offer Letter or your employment with the Company.

The arbitration will be administered by JAMS in accordance with the Employment Arbitration Rules & Procedures of JAMS then in effect and subject to JAMS Policy on Employment Arbitration Minimum Standards, except as otherwise provided in the Offer Letter. Arbitration will be commenced and heard in the Albany, New York metropolitan area. Only one arbitrator will preside over the proceedings, who will be selected by agreement of the parties from a list of five or more qualified arbitrators provided by the arbitration tribunal, or if the parties are

unable to agree on an arbitrator within 10 business days following receipt of such list, the arbitration tribunal will select the arbitrator. The arbitrator will apply the substantive law (and the law of remedies, if applicable) of New York or federal law, or both, as applicable to the claim(s) asserted. In any arbitration, the burden of proof will be allocated as provided by applicable law. The arbitrator will have the authority to award any and all legal and equitable relief authorized by the law applicable to the claim(s) being asserted in the arbitration, as if the claim(s) were brought in a federal court of law. Either party may bring an action in court to compel arbitration under the Offer Letter and to enforce an arbitration award. Discovery, such as depositions or document requests, will be available to the Company and you as though the dispute were pending in U.S. federal court. The arbitrator will have the ability to rule on pre-hearing motions as though the matter were in a U.S. federal court, including the ability to rule on a motion for summary judgment.

If permitted by applicable law, the fees of the arbitrator and any other fees for the administration of the arbitration that would not normally be incurred if the action were brought in a court of law (e.g., filing fees or room rental fees) will be shared equally by the parties. If the foregoing is not permitted by applicable law, the fees of the arbitrator and any other fees for the administration of the arbitration that would not normally be incurred if the action were brought in a court of law will be paid by the Company, provided that you will be required to pay the amount of filing fees equal to that which you would be required to pay to file an action in a New York state court. Each party will pay its own attorneys' fees and other costs incurred in connection with the arbitration, unless the relief authorized by law allows otherwise and the arbitrator determines that such fees and costs will be paid in a different manner. The arbitrator must provide a written decision that is subject to limited judicial review consistent with applicable law.

**3. Compliance with Section 409A.**

(a) The Company and you intend that, to the maximum extent possible, any amounts paid pursuant to the Offer Letter shall qualify as a short-term deferral pursuant to the Internal Revenue Code of 1986, as amended (the "Code") Section 409A or as separation pay exempt from Code Section 409A. Without limiting the foregoing, to the extent that the provisions of Code Section 409A or any Treasury regulations promulgated thereunder are applicable to any amounts payable hereunder, the Company and you intend that the Offer Letter will meet the requirements of such Code section and regulations and that the provisions hereof will be interpreted in a manner that is consistent with such intent. You will cooperate with the Company in taking such actions as the Company may reasonably request to assure that the Offer Letter will meet the requirements of Code Section 409A and any regulations promulgated thereunder.

(b) Unless otherwise permitted under Code Section 409A, all in-kind benefits, expenses or other reimbursements paid pursuant to the Offer Letter that are taxable income to you (i) will be paid no later than the end of the calendar year next following the calendar year in which you incurs such expense; (ii) will not be subject to liquidation or exchange for another benefit; and (iii) the amount of expenses eligible for reimbursements or in-kind benefits provided during any taxable year shall not affect the expenses eligible for reimbursement or in-kind benefits to be provided in any other taxable year.

(c) For purposes of Code Section 409A, your right to receive any installment payments under the Offer Letter (whether severance payments, reimbursements or otherwise) shall be treated

as a right to receive a series of separate payments and, accordingly, each installment payment hereunder shall at all times be considered a separate and distinct payment.

(d) With respect to any amount that becomes payable to you under the Offer Letter upon your "separation from service," as defined below, for any reason, notwithstanding any other provision of the Offer Letter to the contrary, if the Company determines in good faith that you are a "specified employee" under Code Section 409A then, to the extent required under Code Section 409A, any amount that otherwise would be payable to you during the six-month period following your separation from service shall be suspended until the lapse of such six-month period (or, if earlier, the date of your death). The amount that otherwise would be payable to you during such period of suspension shall be paid in a single payment on the day following the end of such six-month period (or, if such day is not a business day, on the next succeeding business day) or within 30 days following your death during such six-month period, provided that your death during such six-month period shall not cause the acceleration of any amount that otherwise would be payable on any date during such six-month period following the date of your death. Any amounts not subject to the suspension described in the preceding sentence shall be paid as otherwise provided in the Offer Letter. A "separation from service" means a separation from service with the Company and all other persons or entities with whom the Company would be considered a single employer under Section 414(b) or 414(c) of the Code, applying the 80% threshold used in such Code sections and the Treasury Regulations thereunder, all within the meaning of Code Section 409A.

(e) To the extent required to avoid the imposition of additional taxes and penalties under Code Section 409A, amounts payable under the Offer Letter on termination of employment will not be paid until you experience a separation from service within the meaning of Code Section 409A as specified above.

(f) In no event will the Company be liable for any additional tax, interest or penalties that may be imposed on you under Code Section 409A or for any damages for failing to comply with Code Section 409A.

(g) Notwithstanding any provision of the Offer Letter to the contrary, in no event shall the timing of your or your legal representative's execution of any release, directly or indirectly, result in you designating the calendar year of payment, and if a payment pursuant to the Offer Letter that is subject to execution of a release could be made in more than one taxable year, based on timing of the execution of the release, payment shall be made in the later taxable year.

#### 4. **General Provisions.**

(a) **Severability.** Whenever possible, each provision of the Offer Letter will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of the Offer Letter is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but the Offer Letter will (except as otherwise expressly provided herein) be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

(b) Entire Agreement. The Offer Letter (as amended effective as of July 20, 2016), together with this Addendum and any award agreements you may hold, contain the entire agreement between the parties concerning your employment with the Company and supersedes all prior agreements, understandings, discussions, negotiations and undertakings, whether written or oral, between the parties with respect thereto.

(c) No Strict Construction; Headings. The language used in this Addendum and the Offer Letter will be deemed to *be* the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party. The headings of the sections contained in this Addendum and the Offer Letter are for convenience only and will not be deemed to control or affect the meaning or construction of any provision of this Addendum or the Offer Letter.

(d) Applicable Law. Subject to Section 2 of this Addendum, above, the Offer Letter will be governed by and construed in accordance with the laws of the State of New York, applied without reference to principles of conflict of laws.

(e) Amendment and Waiver. The provisions of the Offer Letter may be amended only by a writing signed by the Company and you. No waiver by a party of a breach or default hereunder will be valid unless in a writing signed by the waiving party, and no such waiver will be deemed a waiver of any subsequent breach or default. No delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operates as a waiver of any right or remedy.

(f) Withholding. All payments to you under the Offer Letter will be subject to withholding on account of federal, state and local taxes as required by law.

(g) Survival. Obligations of you and the Company existing as of the date of termination that have not been fully performed or that by their nature would be intended to survive a termination or expiration will survive and continue in effect in accordance with their terms, including the provisions of the Employee Agreement.

(h) Successors and Assigns. The Offer Letter will bind and inure to the benefit of and be enforceable by you, the Company, your and the Company's respective permitted successors and assigns, and your estate, heirs and legal representatives (as applicable). The Company may assign the Offer Letter to any successor to all or substantially all of its business, whereupon any references in the Offer Letter to "the Company" will become references to such assignee or successor, as applicable. For the avoidance of doubt, no such assignment shall be treated as a termination of your employment with the assignor for purposes of the Offer Letter and the assignor will be relieved of its obligations under the Offer Letter. Except as set forth in this paragraph, the rights granted and obligations undertaken in the Offer Letter are personal to the parties, and neither party may transfer, assign or sublicense such rights or obligations to any third-party. Any attempted transfer, assignment or sublicense of such rights or obligations by either party in violation of this paragraph will be null and void.

(i) Counterparts. This Amendment may be executed and delivered in separate counterparts (including by facsimile, "PDF" scanned image or other electronic means), each of which is deemed to be an original and all of which taken together constitute one and the same agreement. This Amendment will become effective only when counterparts have been executed and delivered by all parties whose names are set forth on the signature page(s) hereof.



March 8, 2017

Gary Nafus  
P.O. Box 855  
Ross, CA 94957

Dear Gary,

It is with great pleasure that I invite you to join Commerce Technologies, LLC dba CommerceHub ("CommerceHub").

**Start Date:** April 3, 2017

**Title:** Chief Revenue Officer

**Reporting to:** Frank Poore — Founder & CEO

**Office Location:** Remote

**Base Salary:** Subject to the approval of the Compensation Committee (the "Compensation Committee") of CommerceHub's Board of Directors, your annual base salary will be \$350,000. The company pay cycle is twice monthly; therefore, you will be paid \$14,583.33 semi-monthly.

**Bonus:** You are eligible for an annual bonus subject to you satisfying annual performance goals decided by the Compensation Committee. Subject to the approval of the Compensation Committee, your annual bonus target for 100% achievement of your performance goals for each year will be equivalent to 75% of your base salary (i.e., 262,500 as applied to 2017), however each year's bonus is also contingent on the Compensation Committee's approval of a bonus pool with respect to such year based on CommerceHub's performance and, ultimately, your annual bonus will be subject to the Compensation Committee's approval in all respects.

Your 2017 bonus will not be prorated despite your date of hire. Additionally, a portion of your target annual bonus for 2017 in an amount equal to \$121,875, will be provided to you within 30 days of your start date as an advance on your annual bonus. You shall be obligated to repay such advanced amount to CommerceHub (and, in the event you fail to timely satisfy such obligation, together with any fees and expenses, including attorneys' fees, incurred by CommerceHub to enforce such obligation), within 30 days of a termination of your employment if you fail to remain continuously employed by CommerceHub through the first anniversary of your start date. In such event, to the fullest extent allowable by law, in addition to any other remedies CommerceHub may have, CommerceHub may apply all or any portion of amounts that may be (or that may become) payable to you in connection with your employment or otherwise to satisfy all or part of the then-outstanding balance of such amount due (including, without limitation: wages, commissions, bonuses, damage awards, severance and other amounts that CommerceHub or any of its affiliates owes to you).

**Equity Grant:** You will be eligible to participate in the CommerceHub, Inc. 2016 Omnibus Incentive Plan (as amended from time to time, the "Plan"). Subject to the approval of the Compensation Committee, and pursuant to the Plan terms, you will be granted equity incentive awards with an aggregate value of \$1,300,000 determined as of the grant date, of which: (a) \$325,000 (based on the Black-Scholes value of such awards as determined by the company's Chief Financial Officer) shall be in the form of non-qualified stock options to purchase shares of CommerceHub's Class C common stock ("CHUBK") with an exercise price at the fair market value as of the grant date, and (b) \$975,000 (based on the fair market value of the underlying CHUBK shares on the grant date as determined by the company's Chief Financial Officer) shall be in the form of restricted stock units ("RSUs") that, when vested and subject to the Plan and applicable equity award terms, will entitle you to receive CHUBK shares corresponding to the number of RSUs so vested. If approved, it is expected that each of these awards would be subject to time-vesting provisions that will cause 25% of the awards to vest annually on each of the first four anniversaries of your start date. It is also expected that these awards will be governed by CommerceHub's standard forms of RSU and non-qualified stock option agreements substantially in the forms filed with the SEC as

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exhibits to CommerceHub's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2016, including the terms and conditions therein pertaining to acceleration of vesting upon a change of control of the company.

**Time Off:** Subject to CommerceHub's PTO policies then in effect, you will be provided 20 days of paid time off (PTO) annually, which currently accrues semi-monthly with each pay period. The company also provides 6 paid holidays, plus two floating holidays annually. Additionally, if hired prior to September 30th, you will be provided a volunteer day (8 hours, to be used in a full day increment).

**Benefits:** CommerceHub offers flexible and comprehensive benefits, effective on your start date, which will be reviewed upon your first day of employment.

**401K Plan:** CommerceHub has established a 401k plan and currently provides matching contributions equal to \$1.00 for each \$1.00 you contribute to the plan each payroll period up to the first 6% of your eligible compensation for such payment period. You will receive additional information about the program following your start date.

**Severance:** If CommerceHub terminates your employment other than for Cause (as defined below), or if you resign your employment for Good Reason (as defined below), CommerceHub will pay you: (i) on the 60th day following the date of such termination (unless that day is not a business day, in which case such payments will be made on the immediately succeeding business day), a lump-sum severance amount equal to 100% of the net present value of your then-current annual base salary in effect as of the date of termination (discounted using the applicable Federal Rate for short-term obligations for the month in which the termination occurs), and (ii) if you timely elect continued coverage under CommerceHub's medical plan or plans pursuant to COBRA, the applicable premium required for COBRA continuation coverage for you (and your spouse and eligible dependents, as applicable, if they were covered under the applicable insurance immediately prior to the termination of your employment) until the earlier of the date you receive equivalent coverage from a successor employer, or the first anniversary of the date of such termination; provided that the severance payments described in clauses (i) and (ii) of this paragraph shall be subject to the condition precedent that you shall have executed and delivered to CommerceHub a general release of claims in form and substance satisfactory to CommerceHub (which release shall be provided by CommerceHub to you within three business days of the date of such termination of employment), and any legally required revocation period applicable to such release shall have expired without you revoking such release, both within 60 days following the date of such termination. If such release is timely delivered and becomes irrevocable, an amount equal to 1/12 of the lump sum severance amount specified in clause (i) of this paragraph shall constitute consideration for your delivery of the release pursuant to this paragraph (the "Release Consideration"). You acknowledge and agree that the amounts, if any, which may be payable under this paragraph are in lieu of and not in addition to any severance payments which may be generally available to employees of CommerceHub and you hereby waive any right you may have in or to any severance payments not contained in this paragraph.

As used in this letter, "Cause" means: (a) your uncured continuing failure to substantially perform your duties with CommerceHub after at least fourteen (14) days of prior notice is provided, (b) commission of a felony or any act of fraud or act or omission involving dishonesty or material disloyalty with respect to CommerceHub or any of its customers or suppliers or other material business relations, (c) conduct tending to bring CommerceHub into substantial public disgrace or disrepute, (d) your gross negligence or willful misconduct, or (e) your material breach of any agreement between you and CommerceHub or any business conduct policies or code of conduct of CommerceHub. As used in this letter, "Good Reason" means: a material reduction in your then-current base salary or target bonus opportunity (other than as part of an across the board reduction applicable to all eligible employees of CommerceHub of such employee benefit). Notwithstanding the foregoing, (x) Good Reason will not be deemed to exist unless you give CommerceHub notice within ninety (90) days after the occurrence of the event which you believe constitutes the basis for Good Reason, specifying the particular act or failure to act which you believe constitutes the basis for Good Reason, and give CommerceHub a reasonable opportunity of at least thirty (30) days after receipt of such notice to cure such act or failure, if curable, and (y) Good Reason will not be deemed to exist if Cause to terminate your employment exists at the time of termination of your employment.

**Standard Terms:** This letter is subject in all respects to the terms and conditions contained in the Standard Terms Addendum attached as Exhibit A hereto, which Addendum is incorporated herein by this reference.

**Conditions of Employment:** This letter is not intended as a guarantee of employment or benefits for any period, but rather is an understanding as to the compensation and other benefits you will initially receive from CommerceHub.

This offer of employment is contingent upon you signing the letter indicating your acceptance of the above terms as well as the successful completion of reference checks and a background investigation. You will be required to review and sign CommerceHub’s standard Nondisclosure, Trade Secret Protection and Developments Agreement, a copy of which has been delivered to you with this offer letter (the “Employee Agreement”), which will be provided to you on or prior to your first day of employment. The terms and conditions of this Employee Agreement will apply, regardless of any change in the nature of your duties, compensation or employment with any entity related to CommerceHub.

Lastly, your employment with CommerceHub will be considered at all times to be on an “at-will” basis. This means either you or CommerceHub may terminate your employment at any time, with or without notice, and for any or no reason. CommerceHub may modify its policies and practices, including the compensation and benefits it provides from time to time as it deems necessary. However, the at-will nature of your employment may be modified only by a written agreement signed by both you and CommerceHub. It is also essential that you identify immediately in writing any circumstances or agreements with prior employers — including, for example, non-compete agreements which might interfere or limit your ability to work at CommerceHub and to perform fully your duties and responsibilities.

Your employment is contingent upon your compliance with the US immigration law. The law requires you to complete the US Government Employment Eligibility Verification Form (I-9), and to provide on your first day of employment documents that verify your identity and employment eligibility.

I believe this position is tailored for your skill set and we are excited for you to join our team! Should you have any questions, please do not hesitate to contact me directly.

Sincerely,

/s/ Frank Poore

Franke Poore — Founder & CEO  
Commerce Technologies, LLC, dba Commercehub

I acknowledge and accept this offer of employment with Commerce Technologies, Inc.

/s/ Gary Nafus

Gary Nafus

03-08-2017

Date

**Exhibit A**

**Standard Terms Addendum (“Addendum”)**

In consideration of the mutual covenants contained in the Amendment to Offer Letter dated July March 2, 2017, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, you and CommerceHub, intending to be legally bound, agree that the offer letter to which this Addendum is attached, and all attachments thereto (collectively, the “Offer Letter”), shall be in all respects subject to the terms contained in this Addendum, and that this Addendum shall be incorporated as part of the Offer Letter. All capitalized terms used in this Addendum that are not otherwise defined shall have the meaning given to them under the Offer Letter.

1. **Continued Compliance.** You acknowledge that you will be subject to obligations under the Employee Agreement and the terms of this Offer Letter and the equity to be granted to you in connection therewith constitute consideration for your continuing obligations under that agreement. You further agree that in the event of your material breach of any of the restrictions contained in the Employee Agreement, that if capable of being cured, is not cured by you within 30 days following notice of such breach from CommerceHub, you will repay to CommerceHub any and all severance amounts received by you pursuant to the Offer Letter (whether such payments were received prior or subsequent to such breach, but excluding an amount equal to the Release Consideration), and you will not be entitled to any further severance payments or other severance benefits under the Offer Letter. You further agree that: (i) the existence of any unrelated claims which you may have against CommerceHub, whether under the Offer Letter or otherwise, will not be a defense to the enforcement by CommerceHub of any of its rights under the Employee Agreement; (ii) your covenants contained in Sections 1(a)-(c) of the Employee Agreement are in addition to, and not in lieu of, any obligations which you may have with respect to the subject matter of such Sections, whether by contract, as a matter of law or otherwise, and (iii) such covenants and their enforceability will survive any termination with respect to you by either party and any investigation made with respect to the breach thereof by CommerceHub.

2. **Arbitration.** Any controversy, claim or dispute arising out of or in any way relating to the Offer Letter (including whether such controversy, claim or dispute is subject to arbitration), excepting only claims that may not, by statute, be arbitrated, will be submitted to binding arbitration. Both you and CommerceHub acknowledge that you are relinquishing their right to a jury trial. You and CommerceHub agree that arbitration will be the exclusive method for resolving disputes arising out of or related to the Offer Letter or your employment with CommerceHub.

The arbitration will be administered by JAMS in accordance with the Employment Arbitration Rules & Procedures of JAMS then in effect and subject to JAMS Policy on Employment Arbitration Minimum Standards, except as otherwise provided in the Offer Letter. Arbitration will be commenced and heard in the Albany, New York metropolitan area. Only one arbitrator will preside over the proceedings, who will be selected by agreement of the parties from a list of five or more qualified arbitrators provided by the arbitration tribunal, or if the parties are unable to agree on an arbitrator within 10 business days following receipt of such list, the arbitration tribunal will select the arbitrator. The arbitrator will apply the substantive law (and the law of remedies, if applicable) of New York or federal law, or both, as applicable to the claim(s) asserted. In any arbitration, the burden of proof will be allocated as provided by applicable law. The arbitrator will have the authority to award any and all legal and equitable relief authorized by the law applicable to the claim(s) being asserted in the arbitration, as if the claim(s) were brought in a federal court of law. Either party may bring an action in court to compel arbitration under the Offer Letter and to enforce an arbitration award. Discovery, such as depositions or document requests, will be available to CommerceHub and you as though the dispute were pending in U.S. federal court. The arbitrator will have the ability to rule on pre-hearing motions as though the matter were in a U.S. federal court, including the ability to rule on a motion for summary judgment.

If permitted by applicable law, the fees of the arbitrator and any other fees for the administration of the arbitration that would not normally be incurred if the action were brought in a court of law (ext. filing fees or room rental fees) will be shared equally by the parties. If the foregoing is not permitted by applicable law, the fees of the arbitrator and any other fees for the administration of the arbitration that would not normally be incurred if the action were brought in a court of law will be paid by CommerceHub, provided that you will be required to pay the amount of filing fees equal to that which you would be required to pay to file an action in a New York state court. Each party will pay its own attorneys’ fees and other costs incurred in connection with the arbitration, unless the relief authorized by law allows otherwise and the arbitrator determines that such fees and costs will be paid in a different manner. The arbitrator must provide a written decision that is subject to limited judicial review consistent with applicable law.

3. **Compliance with Section 409A.**

(a) CommerceHub and you intend that, to the maximum extent possible, any amounts paid pursuant to the Offer Letter shall qualify as a short-term deferral pursuant to the Internal Revenue Code of 1986, as amended (the "Code") Section 409A or as separation pay exempt from Code Section 409A. Without limiting the foregoing, to the extent that the provisions of Code Section 409A or any Treasury regulations promulgated thereunder are applicable to any amounts payable hereunder, CommerceHub and you intend that the Offer Letter will meet the requirements of such Code section and regulations and that the provisions hereof will be interpreted in a manner that is consistent with such intent. You will cooperate with CommerceHub in taking such actions as CommerceHub may reasonably request to assure that the Offer Letter will meet the requirements of Code Section 409A and any regulations promulgated thereunder.

(b) Unless otherwise permitted under Code Section 409A, all in-kind benefits, expenses or other reimbursements paid pursuant to the Offer Letter that are taxable income to you (i) will be paid no later than the end of the calendar year next following the calendar year in which you incurs such expense; (ii) will not be subject to liquidation or exchange for another benefit; and (iii) the amount of expenses eligible for reimbursements or in-kind benefits provided during any taxable year shall not affect the expenses eligible for reimbursement or in-kind benefits to be provided in any other taxable year.

(c) For purposes of Code Section 409A, your right to receive any installment payments under the Offer Letter (whether severance payments, reimbursements or otherwise) shall be treated as a right to receive a series of separate payments and, accordingly, each installment payment hereunder shall at all times be considered a separate and distinct payment.

(d) With respect to any amount that becomes payable to you under the Offer Letter upon your "separation from service," as defined below, for any reason, notwithstanding any other provision of the Offer Letter to the contrary, if CommerceHub determines in good faith that you are a "specified employee" under Code Section 409A then, to the extent required under Code Section 409A, any amount that otherwise would be payable to you during the six-month period following your separation from service shall be suspended until the lapse of such six-month period (or, if earlier, the date of your death). The amount that otherwise would be payable to you during such period of suspension shall be paid in a single payment on the day following the end of such six-month period (or, if such day is not a business day, on the next succeeding business day) or within 30 days following your death during such six-month period, provided that your death during such six-month period shall not cause the acceleration of any amount that otherwise would be payable on any date during such six-month period following the date of your death. Any amounts not subject to the suspension described in the preceding sentence shall be paid as otherwise provided in the Offer Letter. A "separation from service" means a separation from service with CommerceHub and all other persons or entities with whom CommerceHub would be considered a single employer under Section 414(b) or 414(c) of the Code, applying the 80% threshold used in such Code sections and the Treasury Regulations thereunder, all within the meaning of Code Section 409A.

(e) To the extent required to avoid the imposition of additional taxes and penalties under Code Section 409A, amounts payable under the Offer Letter on termination of employment will not be paid until you experience a separation from service within the meaning of Code Section 409A as specified above.

(f) In no event will CommerceHub be liable for any additional tax, interest or penalties that may be imposed on you under Code Section 409A or for any damages for failing to comply with Code Section 409A.

(g) Notwithstanding any provision of the Offer Letter to the contrary, in no event shall the timing of your or your legal representative's execution of any release, directly or indirectly, result in you designating the calendar year of payment, and if a payment pursuant to the Offer Letter that is subject to execution of a release could be made in more than one taxable year, based on timing of the execution of the release, payment shall be made in the later taxable year.

4. **General Provisions.**

(a) **Severability.** Whenever possible, each provision of the Offer Letter will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of the Offer Letter is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other

provision or any other jurisdiction, but the Offer Letter will (except as otherwise expressly provided herein) be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

(b) Entire Agreement. The Offer Letter, together with the Employment Agreement and any equity award agreements you may enter into, contain the entire agreement between the parties concerning your employment with CommerceHub and supersedes all prior agreements, understandings, discussions, negotiations and undertakings, whether written or oral, between the parties with respect thereto.

(c) No Strict Construction; Headings. The language used in this Addendum and the Offer Letter will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party. The headings of the sections contained in this Addendum and the Offer Letter are for convenience only and will not be deemed to control or affect the meaning or construction of any provision of this Addendum or the Offer Letter.

(d) Applicable Law. Subject to Section 2 of this Addendum, above, the Offer Letter will be governed by and construed in accordance with the laws of the State of New York, applied without reference to principles of conflict of laws.

(e) Amendment and Waiver. The provisions of the Offer Letter may be amended only by a writing signed by CommerceHub and you. No waiver by a party of a breach or default hereunder will be valid unless in a writing signed by the waiving party, and no such waiver will be deemed a waiver of any subsequent breach or default. No delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operates as a waiver of any right or remedy.

(f) Withholding. All payments to you under the Offer Letter will be subject to withholding on account of federal, state and local taxes as required by law.

(g) Survival. Obligations of you and CommerceHub existing as of the date of termination that have not been fully performed or that by their nature would be intended to survive a termination or expiration will survive and continue in effect in accordance with their terms, including the provisions of the Employee Agreement.

(h) Successors and Assigns. The Offer Letter will bind and inure to the benefit of and be enforceable by you, CommerceHub, both parties' respective permitted successors and assigns, and your estate, heirs and legal representatives (as applicable). CommerceHub may assign the Offer Letter to any successor to all or substantially all of its business, whereupon any references in the Offer Letter to "CommerceHub" will become references to such assignee or successor, as applicable. For the avoidance of doubt, no such assignment shall be treated as a termination of your employment with the assignor for purposes of the Offer Letter and the assignor will be relieved of its obligations under the Offer Letter. Except as set forth in this paragraph, the rights granted and obligations undertaken in the Offer Letter are personal to the parties, and neither party may transfer, assign or sublicense such rights or obligations to any third-party. Any attempted transfer, assignment or sublicense of such rights or obligations by either party in violation of this paragraph will be null and void.

(i) Counterparts. This Amendment may be executed and delivered in separate counterparts (including by facsimile, "PDF" scanned image or other electronic means), each of which is deemed to be an original and all of which taken together constitute one and the same agreement. This Amendment will become effective only when counterparts have been executed and delivered by all parties whose names are set forth on the signature page(s) hereof.

ZEN Building  
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Albany, NY 12203  
tel 518.810.0700  
commercehub.com



**PERSONAL AND CONFIDENTIAL**

October 26, 2017

This is a Release and Separation Agreement (the "Agreement") between Gary Nafus (hereinafter, "Employee," "you" or "your") and Commerce Technologies, LLC, as successor to Commerce Technologies, Inc. ("CommerceHub" and, together with each of its direct or indirect parents, subsidiaries and affiliates, the "Company Entities"). This Agreement will become effective only if you execute and deliver a signed copy of this Agreement by email PDF to CommerceHub's General Counsel as provided in Section 15 below not later than twenty-one (21) days following the date set forth above and the Revocation Period specified in Section 15 below expires without you revoking this Agreement (such conditions collectively, the "Effectiveness Conditions").

This Agreement confirms that your employment with CommerceHub will terminate effective October 30, 2017 (the "Date of Termination"). You and CommerceHub wish to conclude your employment relationship on an amicable basis. Accordingly, for good and valuable consideration as provided for in this Agreement, and intending to be legally bound, you and CommerceHub agree as follows.

1. Severance Payment; Cancellation of Clawback. As consideration for your entering into this Agreement CommerceHub agrees to pay you \$160,000.00 in the aggregate, reduced by all required payroll deductions and withholdings (the "Severance Amount"). CommerceHub will pay you the Severance Amount in a single lump-sum payment within the 30-day period following the expiration of the Revocation Period (as defined below), provided that CommerceHub does not receive a Revocation Notice (as defined below) prior to the expiration of the Revocation Period (unless otherwise required by law).

Additionally, with regard to the portion of your target annual bonus for 2017 in the amount of \$121,875 (the "Prepaid Bonus Amount") that was previously provided to you pursuant to your offer letter dated March 8, 2017 (the "Offer Letter"), subject to and contingent upon the satisfaction of the Effectiveness Conditions, CommerceHub agrees to waive its right to require you to repay (and you shall no longer be obligated to repay) the Prepaid Bonus Amount, notwithstanding the repayment obligation set forth in the Offer Letter that would otherwise have required your repayment of the Prepaid Bonus Amount in the event that you did not remain employed with CommerceHub through the first anniversary of your start date.

2. Unemployment Compensation. Although approving unemployment insurance benefits is a decision made by the applicable governmental, judicial or administrative body having jurisdiction over such matters ("Governing Authority"), CommerceHub will not contest your claim for unemployment compensation if you file one. For greater clarity, the foregoing will not, and is not intended to, restrict or otherwise interfere with CommerceHub's ability and obligation to comply with applicable law and to respond adequately and truthfully to inquiries from any Governing Authority.

3. Vacation Pay. CommerceHub will pay you for your accrued, but unused paid time off ("PTO") up to the maximum number of hours you are eligible to accrue per CommerceHub's PTO policy (unless otherwise required by law), reduced by all required payroll deductions and withholdings, within the 30-day period following the Date of Termination (unless otherwise required by law), per the guidelines in the PTO policy.

4. Benefits. Your medical, vision and dental benefits provided to you as a CommerceHub employee will end on the Date of Termination. Under separate cover, a COBRA letter will be provided

to you by CommerceHub or its COBRA vendor. Should you make a *timely* election to continue health care coverage pursuant to COBRA, your coverage for the plans elected will retroactively take effect from the date that your CommerceHub medical benefits ended, and CommerceHub will cover the applicable premium required for COBRA continuation coverage for you (and your spouse and eligible dependents, as applicable, if they were covered under the applicable insurance immediately prior to the termination of your employment) until the earlier of the date you receive equivalent coverage from a successor employer, or November 30, 2018. Your election of COBRA benefits should be sent directly to CommerceHub. Further instructions and costs will be outlined in your COBRA materials. All other benefits provided to you as a CommerceHub employee will terminate as of the Date of Termination. If you participate in CommerceHub's Employee Stock Purchase Plan (the "ESPP"), any contributions you have made during the current offering period will be refunded to you within the 30-day period following the Date of Termination (unless otherwise required by law).

5. Return of Company Property. You agree to return promptly to CommerceHub all Company Entity property that is in your possession or otherwise under your control, including, without limitation, any of CommerceHub's and its customers' documentation and records (including all copies thereof), any personal computing devices, mobile devices and accompanying passwords and data (including any and all copies thereof), other equipment, corporate credit cards and office keys and/or badges. If you have used your personal accounts or devices for company business, you will promptly forward to your manager any work-related communications through your personal accounts or devices prior to the Date of Termination, and irretrievably delete such communications from your personal accounts and devices once CommerceHub has confirmed receipt.

6. Release of Claims. Except as set forth in Section 8 below, in consideration of the payments and benefits described herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, you, for yourself, your marital community, heirs, beneficiaries, assigns and legal successors in interest, agree to fully and forever release, discharge, indemnify and hold harmless each of the Company Entities (including, without limitation, CommerceHub, Inc., Commerce Technologies, LLC and each of their direct or indirect parents, subsidiaries, and affiliates), and their respective directors, officers, shareholders, controlling persons, employees, agents, attorneys, and insurers, predecessors in interest, and successors in interest, and any affiliate of any of the foregoing (collectively, the "Released Persons") of and from, and you hereby waive, any and all claims, suits, demands, actions and/or other causes of action, whether for contribution or indemnification, debts or other sums of money, covenants, contracts, agreements, promises, damages, judgments, settlements, fines, penalties, attorney's fees, costs, or any other demands, liabilities or obligations of any kind or nature whatsoever, in law or at equity, asserted or unasserted, known or unknown, which you now have, ever had, or ever claimed to have had (collectively "Claims") against any of the Released Persons, occurring up to and including the date that you sign this Agreement, including, without limitation, any Claims arising out of, connected with, or in any way related to your employment with CommerceHub and/or the termination thereof, other than your right to receive the Severance Amount (and your right to not repay the Prepaid Bonus) pursuant to Section 1 above, payment for accrued PTO (if any) under Section 3 above, and payment for contributions to the ESPP (if any) under Section 4 above, and to potentially receive reimbursement for COBRA payments pursuant to Section 4 above in accordance with the terms of this Agreement. You acknowledge and agree that this release, discharge, indemnification and waiver includes, without limitation, any Claim based on any principles of common law (tort, contract, or otherwise), or on any foreign, federal, state, or local law, statute, regulation or ordinance, including those relating to age, sex, race, disability, religion, national origin, or other form of discrimination, retaliation, or any other employment related matter, including without limitation any Claims under the National Labor Relations Act; the Fair Labor Standards Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act; the Family and Medical Leave Act of 1993; and any other state or local laws and regulations of any kind. This release does not affect your entitlement to any vested accrued benefit to which you may be entitled under any employee benefit plan subject to ERISA or your right to enforce the terms of this Agreement.

You are expressly advised, and hereby acknowledge that you understand, that you are releasing all claims for discrimination on the basis of age under federal, state and local law, including without limitation the federal Age Discrimination in Employment Act.

You acknowledge that you intend that this Agreement shall be effective as a bar to each and every one of the Claims hereinabove mentioned or implied. You expressly consent that this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown, unsuspected or unanticipated Claims (notwithstanding any statute that expressly limits the effectiveness of a general release of unknown, unsuspected or unanticipated Claims), if any, as well as those relating to any other Claims hereinabove mentioned or implied that may exist up to and including the date of this Agreement. You acknowledge and agree that this release is an essential and material term of this Agreement, and CommerceHub is entering into this Agreement in reliance on such release. You further agree that if you bring a Claim seeking damages or relief against any Released Person, or if you seek to recover against any Released Person in any Claim brought by a governmental agency on your behalf, the release set forth in this Agreement shall serve as a complete defense to such Claims, and you shall reimburse each Released Person for any attorneys' fees or expenses or other fees and expenses incurred in defending any such Claim.

You further agree that you will not be entitled to and will disclaim and refuse relief from, or sought by, any administrative agency based upon or investigating any Claim or other matter released in this Agreement to the fullest extent allowed by law and subject to Section 8 below.

Without in any way limiting the generality of the foregoing release of Claims, you agree that, other than the payments and other rights set forth in Sections 1 (Severance Payment Cancellation of Clawback), 3 (Vacation Pay) and 4 (Benefits) above, you are not entitled to any other compensation, remuneration, bonus, severance, benefit, compensation, payment or incentive (including any capital stock, stock option, stock appreciation right or any other equity-based incentive) or any reimbursement of any expenses of any kind or nature or expectation of remuneration from any Released Person, whether pursuant to any pre-existing or contemporaneous oral or written agreement (including, without limitation, the Offer Letter) or otherwise.

7. No Pending Claims. You represent that you have not filed, claimed or caused or permitted to be filed or claimed, any action for legal or equitable relief (including damages, injunctive, declaratory, monetary or other relief) involving any Claim or other matter released in this Agreement. Notwithstanding anything in this Agreement to the contrary, CommerceHub shall have no obligation to make any of the payments specified in Sections 1 and 4 above (if any) if you breach this Agreement in any material respect or file, claim or cause or permit to be filed or claimed, any action for legal or equitable relief (including damages, injunctive, declaratory, monetary or other relief) involving any Claim or other matter released in this Agreement.

8. Protected Activity. Nothing in this Agreement shall be deemed to prohibit you from filing a charge with, or participating in any investigation or proceeding conducted by, the U.S. Equal Employment Opportunity Commission, the National Labor Relations Board or any other federal, state or local governmental agency charged with enforcement of any law. You understand that you retain the right to participate in any such action and to communicate with government agencies and such communication can be initiated by you or in response to the government and is not limited by any non-disparagement or confidentiality obligation under this Agreement. This Agreement, however, does operate to prevent you from seeking or recovering monetary damages or other individual-specific relief in connection with any such investigation or proceeding. Nothing in this Agreement (including the release of Claims set forth in Section 6 above and the confidentiality obligations set forth in the Employment Agreement referenced in Section 9 below) shall be construed to prohibit you from communicating with the United States Securities and Exchange Commission ("SEC") about possible securities law violations concerning any Company Entities or any other company or from participating in any monetary recovery that may be offered by the SEC or other agency or body of the

United States government in connection with any such securities law complaint or charge, including under Section 21F of the Securities Exchange Act of 1934, as amended.

9. Confirmation of Prior Agreement. You acknowledge that you continue to be bound by the obligations set forth in your Non-Disclosure, Trade Secret Protection and Developments Agreement dated April 5, 2017 (the "Employment Agreement"), including, without limitation, the obligations regarding confidentiality, non-solicitation and other post-employment activities set forth in the Employment Agreement. In addition, you agree that the Confidential Information protected under the Employment Agreement includes the existence and the terms and conditions of this Agreement, any information relating in any way to the released Claims and any discussions relating in any way to resolution of any such Claims.

Notwithstanding the foregoing, you may disclose the existence, and the terms and conditions, of this Agreement (i) to your spouse or (ii) in the context of a privileged communication to your accountant or your attorney, in each case, who is obligated to maintain such information in accordance with this Agreement and in accordance with applicable professional canons restricting the disclosure of client confidences.

In addition, except as set forth in Section 8 above, in the event you are legally compelled to disclose any Confidential Information under an order of a court of competent jurisdiction or other governmental agency, entity or tribunal with subpoena authority, you may disclose only that portion of the Confidential Information that your legal counsel advises you in writing that you are legally compelled to disclose and you will promptly notify CommerceHub by sending written notice to the attention of its General Counsel, prior to any such disclosure so that CommerceHub may take any action it deems necessary or desirable to assure confidential treatment of any such Confidential Information. The federal Defend Trade Secrets Act of 2016 provides immunity from state and federal civil or criminal liability for you if you disclose a trade secret (a) In confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, but in either case only if the disclosure is solely for the purpose of reporting or investigating a suspected violation of law; or (b) in a complaint or other document filed with a court in a lawsuit or other proceeding, if the filing of that document is made under seal, and any other disclosure of the trade secret made by you is only as allowed by the court.

Nothing in this Agreement will be deemed to prohibit you from disclosing to any potential employer, or to any employment agency or employment counselor, the fact that you are legally prohibited from disclosing Confidential Information as set forth in this Agreement and the Employment Agreement.

10. Your Availability and Cooperation. You agree to make yourself reasonably available from time to time upon request by CommerceHub for your assistance in connection with any matter related, directly or indirectly, to your former employment, without additional consideration for any such assistance. You further agree and understand that you will make yourself available, cooperate in any reasonable manner, and provide assistance in connection with any investigation, litigation or other legal proceeding which relates to your previous employment. CommerceHub will work to ensure that the cooperation or assistance requested from you will not unreasonably interfere with any subsequent employment you obtain. If CommerceHub requests such cooperation, CommerceHub will reimburse you for your reasonable and pre-approved out-of-pocket expenses incurred in connection therewith.

11. Your Acknowledgement; Equitable Relief. You acknowledge that the types and period of restrictions imposed on you in this Agreement and the Employment Agreement are fair and reasonable, and that such restrictions are intended solely to protect the legitimate interests of CommerceHub. You recognize that your access to Confidential Information makes it necessary for CommerceHub to restrict your post-employment activities as provided herein and in the Employment Agreement because your access to Confidential Information could be used to the Company Entities' detriment. You also acknowledge and agree that if you should breach the covenants, restrictions or agreements contained in this Agreement and in the Employment Agreement, irreparable loss and

injury would result to one or more of the Company Entities and that damage arising out of such a breach may be difficult or impossible to ascertain. Accordingly, you agree that, in addition to all other remedies provided at law or in equity, CommerceHub may petition and obtain from a court of law or equity all appropriate temporary, preliminary and permanent injunctive relief without the necessity of posting a bond or other security, except as may be required by state law.

12. Communication About You; No Disparagement and No Admission. Upon inquiry from a prospective employer regarding a former CommerceHub employee, CommerceHub confirms the dates of employment for the former employee in question and does not provide any other information or opinion regarding the former employee. You agree that at all times you will refrain from negative commentary or any disparaging statements about CommerceHub, unless such statements are required to give truthful testimony under oath. Neither CommerceHub's agreement to pay to you the amounts provided for in this Agreement nor any other covenant or agreement of CommerceHub under this Agreement constitutes, and will not be deemed, construed or interpreted in whole or in part to constitute, an admission of guilt, culpability, wrongdoing or liability on the part of CommerceHub in connection with any Claims against CommerceHub or with respect to any other matter involving any of the Company Entities.

13. Social Media Platforms. From and after the Date of Termination, you agree to remove from your accounts on any social media platform or networking site (including, but not limited to, Twitter, Facebook, and LinkedIn) any statement or inference that you are currently employed by CommerceHub or any of the Company Entities.

14. Choice of Law; Venue; Severability; Waiver, Integration and Counterparts. This Agreement will be interpreted in accordance with the laws of the State of New York as applicable to agreements wholly performed therein, but without reference to the conflicts of law provisions thereof. An action to enforce this Agreement may only be brought in the United States District Court for the Northern District of New York or the Supreme Court of New York State, County of Albany. In the event that any one or more of the provisions contained in this Agreement is, for any reason, held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, such provision shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision. Any waiver by either party of any right to receive the benefit of or enforce any term or condition of this Agreement will not be deemed a continuing waiver of such right. This Agreement and the Employment Agreement constitute your entire understanding with CommerceHub as regard their subject matter, and supersede and extinguish all prior and/or contemporaneous oral and/or written understandings between you and CommerceHub regarding their subject matter. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and at of which together shall constitute one and the same agreement. This Agreement and any Revocation Notice may be executed by facsimile signatures and may be delivered by the exchange of counterparts of signature pages by means of email PDF transmission with an original signed version sent separately by mail promptly thereafter.

15. Consideration Period and Revocation Period. By providing you this Agreement CommerceHub is informing you that you have the right to consider the terms and conditions of this Agreement for a period not exceeding twenty-one (21) days prior to entering into this Agreement. CommerceHub and you agree that changes, whether material or immaterial, to this Agreement do not restart the running of such consideration period. You also understand that you have the right to revoke this Agreement during the seven (7) day period following the date you sign this Agreement (the "Revocation Period") by giving CommerceHub written notice of your revocation (the "Revocation Notice") via email PDF to CommerceHub's General Counsel by not later than the expiration of the Revocation Period, with an original signed version of the Revocation Notice sent by mail promptly thereafter. By signing this Agreement, you certify that you have read the terms of this Agreement, that you have been advised by CommerceHub to consult an attorney of your own choice prior to executing this Agreement, that you have had an opportunity to do so, and that you understand this Agreement's terms, conditions and effects, including the waiver and release; you are receiving

consideration from CommerceHub that you would not otherwise be entitled to receive; you knowingly and voluntarily enter into this Agreement without fraud, duress, or any undue influence; and you are not waiving any rights or claims that may arise after the date the Agreement is executed. You acknowledge that this Agreement will not become effective and, except as otherwise required by law (including with respect to PTO pay described above), CommerceHub will not pay you any amounts provided for in this Agreement: (a) if CommerceHub receives the Revocation Notice prior to the expiration of the Revocation Period; and (b) until the expiration of the Revocation Period and only if CommerceHub did not receive the Revocation Notice during the Revocation Period.

Commerce Technologies, LLC  
(as successor to Commerce Technologies Inc.)

By: /s/ Douglas Wolfson  
Name: Douglas Wolfson  
Title: General Counsel and Secretary

ACKNOWLEDGED AND AGREED:

Signature: /s/ Gary Nafus  
Printed Name: Gary Nafus  
Date: October 27, 2017

201 Fuller Road, 6th Floor  
Albany, NY 12203  
Tel 518.810.0700  
commercehub.com



April 12, 2016

Dear Bill:

It is with great pleasure that I invite you to join Commerce Technologies, Inc. ("CommerceHub" or the "Company").

**Start Date:** May 9, 2016

**Title:** Executive Vice President, Products and Services

**Reporting to:** You will report directly to Frank Poore, Founder & CEO

**Office Location:** Seattle, WA

**Base Salary:** Your annual base salary will be \$275,000.00. The company pay cycle is twice monthly; therefore you will be paid \$11,458.33 semi-monthly.

**Bonus:** Your annual bonus target for 100% achievement of your performance goals for each year will be equivalent to 40% of your salary, however each year's bonus is also contingent on the Company's Board of Directors approval of a bonus pool with respect to such year. Please note that you must be hired prior to September 30th to be eligible for such bonus, and any hire date after January 1st of a given year will be prorated based on date of hire.

**Stock Appreciation Rights:** You have been selected to participate in Commerce Technologies, Inc. Stock Appreciation Rights Plan (the "SAR Plan"). Pursuant to the SAR Plan and subject to the approval of the Company's Board of Directors, you will be granted stock appreciation rights ("SARs") or similar equity-based incentive as described below, awarding you the right to receive the "spread" between the fair market value of common stock shares of Commerce Technologies, Inc. on the date you are awarded SARs, and the fair market value of that stock on the date of exercise, each as determined by the Board. Such equity-based award will reflect a Black-Scholes value of \$706,800 (equating to SARs with respect to 60,000 shares) and will provide for vesting of the award in 4 equal installments on each anniversary of the grant date over the 4-year period following the grant.

It is possible that the SAR Plan will be replaced by a successor plan or equity incentive program soon after your start date, in which case, subject to Board approval, you may instead be granted a substantially equivalent equity incentive (which may be in the form of stock options or other equity incentive award in lieu of SARs) with respect to common stock shares in Commerce Technologies, Inc., or if the Company's previously announced plans to complete a spin-off are completed, shares in the newly formed public company.

**Change of Control Vesting:** Your equity incentive agreement will provide, among other things, that if the Company terminates your employment other than for cause (as defined below) during the 6-month period following the consummation of a Change of Control (as defined below) resulting from a sale of all or substantially all of the Company's business (by stock sale, asset sale or merger) to a third-party acquirer, other than an Exempt Holder (as defined below), the SARs (or replacement equity incentive) granted to you in connection with this offer of employment that are unvested as of the date of such termination of employment will automatically become fully vested, subject to the terms and conditions of such equity incentive agreement and the applicable plan documents governing such equity incentive.

"Exempt Holder" is any direct or indirect beneficial equity holder (or family members of beneficial holders that are individuals) of the Company or any of its direct or indirect parent entities which holder is also a director or officer of the Company or any of its direct or indirect parent entities.

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“Change of Control” means any transaction in which the Company’s Board (or, if approval of the Board is not required as a matter of law, the stockholders of the Company) shall approve (i) any merger, consolidation or binding share exchange to which the Company is a party as a result of which the holders of the Company’s common stock immediately prior thereto have less than a majority of the combined voting power of the outstanding capital stock of the Company ordinarily (and apart from the rights accruing under special circumstances) having the right to vote in the election of directors immediately following such merger, consolidation or binding share exchange, or (ii) any sale, exchange or other transfer (in one transaction or a series of related transactions) of all, or substantially all, of the assets of the Company. For avoidance of doubt, a public offering of the Company’s (or any of its affiliate’s) securities (including the currently contemplated spin-off transaction and/or any other distribution of securities to the current shareholders of the Company’s publicly traded parent company) and any corporate restructuring activities undertaken in connection with any such public offering shall not, in and of itself, constitute a Change of Control resulting from a sale of the Company’s business for purposes of this provision.

As used in this letter, “cause” means: (a) your uncured continuing failure to substantially perform your duties with the Company after at least 14 days of prior notice is provided, (b) commission of a felony or any act of fraud or act or omission involving dishonesty or material disloyalty with respect to the Company or any of its customers or suppliers or other material business relations, (c) conduct tending to bring the Company into substantial public disgrace or disrepute, (d) your gross negligence or willful misconduct, or (e) your material breach of any agreement between you and the Company.

**Severance:** If the Company terminates your employment other than for cause (as defined above), the Company will pay you a lump-sum severance amount equal to the net present value of your then-current annual base salary in effect as of the date of termination (discounted using the applicable Federal Rate for short-term obligations for the month in which the termination occurs) and will also reimburse your COBRA payments to extend medical, vision and dental benefits then in effect for a period of one year following the date of your termination, provided, however that any such severance and benefits extension payments shall be conditioned on your executing and delivering to the Company a general release of claims in form and substance satisfactory to the Company.

**Time Off:** You will be provided 20 days of vacation time annually, which currently accrues semi-monthly with each pay period. You will also accrue 1 hour of sick time for every forty hours worked within Seattle city limits, under the city of Seattle Paid Sick and Safe Time, up to a maximum of 72 hours per calendar year.

**Benefits:** CTI offers flexible and comprehensive benefits which will be reviewed with you upon your first day of employment.

**Volunteer Day:** CommerceHub encourages employees to participate in giving back and supporting the community in which we live and work by allowing employees to donate up to 1 day (8 hours) per calendar year to an approved charitable organization.

**401K Plan:** CTI has established a 401k plan and currently provides matching contributions equal to \$1.00 for each \$1.00 you contribute to the plan each payroll period up to the first 6% of your eligible compensation for such payroll period. You will receive additional information about the program following your start date.

**Conditions of Employment:** This letter is not intended as a guarantee of employment or benefits for any period, but rather is an understanding as to the compensation and other benefits you will initially receive from CommerceHub.

This offer of employment is contingent upon you signing the letter indicating your acceptance of the above terms as well as satisfactory completion of references and background investigation. You will be required to

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review and sign CommerceHub’s standard Confidential Information and Non-Compete Agreement (the “Employee Agreement”), which will be provided to you on your first day of employment. The terms and conditions of this Employee Agreement will apply, regardless of any change in the nature of your duties, compensation or employment with any entity related to CommerceHub.

Your employment with CommerceHub will be considered at all times to be on an “at-will” basis. This means either you or CommerceHub may terminate your employment at any time, with or without notice, and for any or no reason. CommerceHub may modify its policies and practices; including the compensation and benefits it provides from time to time as it deems necessary. However, the at-will nature of your employment may be modified only by a written agreement signed by both you and CommerceHub. It is also essential that you identify immediately in writing any circumstances or agreements with prior employers — including, for example, non-compete agreements which might interfere or limit your ability to work at CommerceHub and to perform fully your duties and responsibilities.

Lastly, your employment is contingent upon your compliance with the US immigration law. The law requires you to complete the US Government Employment Eligibility Verification Form (I-9), and to provide on your first day of employment documents that verify your identity and employment eligibility.

We are excited for you to join our team! Should you have any questions, please do not hesitate to contact me directly.

Sincerely,

/s/ Frank Poore

\_\_\_\_\_  
Franke Poore — Founder & CEO  
Commerce Technologies, Inc.  
“CommerceHub”

I acknowledge and accept this offer of employment with Commerce Technologies, Inc.

/s/ Bill Kong

\_\_\_\_\_  
Bill Kong

4/12/2016

\_\_\_\_\_  
Date

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ZEN Building  
201 Fuller Road, 6th Floor  
Albany, NY 12203  
tel 518.810.0700  
commercehub.com



**PERSONAL AND CONFIDENTIAL**

September 25, 2017

Bill Kong  
1748 25th Walk NE  
Issaquah, WA 98029

This is a Release and Separation Agreement (the "Agreement") between Bill Kong (hereinafter, "Employee" "you" or "your") and Commerce Technologies, LLC, as successor to Commerce Technologies, Inc. ("CommerceHub" and, together with each of its direct or indirect parents, subsidiaries and affiliates, the "Company Entities"). In addition, see Exhibit A to this Agreement, which is attached and incorporated herein by reference, for certain important information that you should consider in connection with this Agreement. This Agreement will become effective only if you execute and deliver a signed copy of this Agreement by email PDF to CommerceHub's Human Resources Department as provided in Section 15 below not later than forty-five (45) days following the date set forth above, CommerceHub countersigns it, and the Revocation Period specified in Section 15 below expires without you revoking this Agreement (such conditions, collectively, the "Effectiveness Conditions").

Dear Bill:

This Agreement confirms that your employment with CommerceHub was terminated effective September 19, 2017 (the "Date of Termination"). You and CommerceHub wish to conclude your employment relationship on an amicable basis. Accordingly, for good and valuable consideration as provided for in this Agreement, which the parties hereby acknowledge includes important consideration beyond what is provided for in your employment offer letter, dated April 12, 2016 (your "Offer Letter") and intending to be legally bound, you and CommerceHub agree as follows:

1. Severance Payment. As consideration for your entering into this Agreement, and as provided in your Offer Letter, CommerceHub agrees to pay you \$271,477.20 in the aggregate, which constitutes the net present value of your annual base salary in effect as of the Date of Termination (\$275,000), discounted using the Applicable Federal Rate for short-term obligations for the month in which the Date of Termination occurred, reduced by all required payroll deductions and withholdings (the "Severance Amount"). Upon your request, contrary to the terms of your Offer Letter, CommerceHub hereby agrees to pay you the Severance Amount in two (2) lump sum payments as follows: (i) the first lump sum payment will be for \$67,869.30, reduced by all required payroll deductions and withholdings, and will occur within 30 days following the expiration of the Revocation Period (as defined below), provided that CommerceHub does not receive a Revocation Notice (as defined below) prior to the expiration of the Revocation Period (unless otherwise required by law); and (ii) the second lump sum payment will be for \$203,607.90, reduced by all required payroll deductions and withholdings, and will occur within 30 days following January 1, 2019.

2. Unemployment Compensation. Although approving unemployment insurance benefits is a decision made by the applicable governmental, judicial or administrative body having jurisdiction over such matters ("Governing Authority"), CommerceHub will not contest your claim for unemployment compensation if you file one. For greater clarity, the foregoing will not, and is not intended to, restrict or otherwise interfere with CommerceHub's ability and obligation to comply with applicable law and to respond adequately and truthfully to inquiries from any Governing Authority.

3. Vacation Pay. CommerceHub will pay you for your accrued, but unused vacation time ("Vacation") up to the maximum number of hours you are eligible to accrue per CommerceHub's

Vacation policy (unless otherwise required by law), reduced by all required payroll deductions and withholdings, within 30 days following the Date of Termination (unless otherwise required by law).

4. Benefits. Your medical, vision and dental benefits provided to you as a CommerceHub employee will end on the Date of Termination. Under separate cover, a COBRA letter will be provided to you by CommerceHub or its COBRA vendor. Should you make a *timely* election to continue health care coverage pursuant to COBRA, your coverage for the plans elected will retroactively take effect from the date that your CommerceHub medical benefits ended, and, pursuant to your Offer Letter CommerceHub will cover the costs through September 30, 2018. Your election of COBRA benefits and the requisite payments should be sent directly to CommerceHub. Further instructions and costs will be outlined in your COBRA materials. All other benefits provided to you as a CommerceHub employee are terminated as of the Date of Termination. If you participate in CommerceHub's Employee Stock Purchase Plan (the "ESPP") any contributions you have made during the current offering period will be refunded to you within 30 days following the Date of Termination (unless otherwise required by law).

5. Return of Company Property. You agree to return promptly to CommerceHub all Company Entity property that is in your possession or otherwise under your control, including, without limitation, any of CommerceHub's and its customers' documentation and records (including all copies thereof), any personal computing devices, mobile devices and accompanying passwords and data (including any and all copies thereof), other equipment, corporate credit cards and office keys and/or badges. If you have used your personal accounts or devices for company business, you will promptly forward to your manager any work-related communications through your personal accounts or devices prior to the Date of Termination, and irretrievably delete such communications from your personal accounts and devices once CommerceHub has confirmed receipt.

6. Release of Claims. Except as set forth in Section 8 below, in consideration of the payments and benefits described herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, you, for yourself, your marital community, heirs, beneficiaries, assigns and legal successors in interest, agree to fully and forever release, discharge, indemnify and hold harmless each of the Company Entities (including, without limitation, CommerceHub, Inc., Commerce Technologies, LLC and each of their direct or indirect parents, subsidiaries, and affiliates), and their respective directors, officers, shareholders, controlling persons, employees, agents, attorneys, and insurers, predecessors in interest, and successors in interest, and any affiliate of any of the foregoing (collectively, the "Released Persons") of and from, and you hereby waive, any and all claims, suits, demands, actions and/or other causes of action, whether for contribution or indemnification, debts or other sums of money, covenants, contracts, agreements, promises, damages, judgments, settlements, fines, penalties, attorney's fees, costs, or any other demands, liabilities or obligations of any kind or nature whatsoever, in law or at equity, asserted or unasserted, known or unknown, which you now have, ever had, or ever claimed to have had (collectively "Claims") against any of the Released Persons, occurring up to and including the date that you sign this Agreement, including, without limitation, any Claims arising out of, connected with, or in any way related to your employment with CommerceHub and/or the termination thereof, other than your right to receive the Severance Amount pursuant to Section 1 above, payment for accrued Vacation (if any) under Section 3 above, and payment for contributions to the ESPP (if any) under Section 4 above, and to potentially receive reimbursement for COBRA payments pursuant to Section 4 above in accordance with the terms of this Agreement. You acknowledge and agree that this release, discharge, indemnification and waiver includes, without limitation, any Claim based on any principles of common law (tort, contract, or otherwise), or on any foreign, federal, state, or local law, statute, regulation or ordinance, including those relating to age, sex, race, disability, religion, national origin, or other form of discrimination, retaliation, or any other employment related matter, including without limitation any Claims under the National Labor Relations Act; the Fair Labor Standards Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act; the Family and Medical Leave Act of 1993; the Washington Law Against Discrimination; and any other state or local laws and regulations of any kind. This release does not affect your entitlement to any vested accrued benefit to which you may be entitled under any employee benefit plan subject to ERISA or your right to enforce the terms of this Agreement.

You are expressly advised, and hereby acknowledge that you understand, that you are releasing all claims for discrimination on the basis of age under federal, state and local law, including without limitation the federal Age Discrimination in Employment Act.

You acknowledge that you intend that this Agreement shall be effective as a bar to each and every one of the Claims hereinabove mentioned or implied. You expressly consent that this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown, unsuspected or unanticipated Claims (notwithstanding any statute that expressly limits the effectiveness of a general release of unknown, unsuspected or unanticipated Claims), if any, as well as those relating to any other Claims hereinabove mentioned or implied that may exist up to and including the date of this Agreement. You acknowledge and agree that this release is an essential and material term of this Agreement, and CommerceHub is entering into this Agreement in reliance on such release. You further agree that if you bring a Claim seeking damages or relief against any Released Person, or if you seek to recover against any Released Person in any Claim brought by a governmental agency on your behalf, the release set forth in this Agreement shall serve as a complete defense to such Claims, and you shall reimburse each Released Person for any attorneys' fees or expenses or other fees and expenses incurred in defending any such Claim.

You further agree that you will not be entitled to and will disclaim and refuse relief from, or sought by, any administrative agency based upon or investigating any Claim or other matter released in this Agreement to the fullest extent allowed by law and subject to Section 8 below.

Without in any way limiting the generality of the foregoing release of Claims, you agree that, other than the payments set forth in Sections 1 (Severance Payment) 3 (Vacation Pay) and 4 (Benefits) above, you are not entitled to any other compensation, remuneration, bonus, severance, benefit, compensation, payment or incentive (including any capital stock, stock option, stock appreciation right or any other equity-based incentive) or any reimbursement of any expenses of any kind or nature or expectation of remuneration from any Released Person, whether pursuant to any pre-existing or contemporaneous oral or written agreement or otherwise.

7. No Pending Claims. You represent that you have not filed, claimed or caused or permitted to be filed or claimed, any action for legal or equitable relief (including damages, injunctive, declaratory, monetary or other relief) involving any Claim or other matter released in this Agreement. Notwithstanding anything in this Agreement to the contrary, CommerceHub shall have no obligation to make any of the payments specified in Sections 1 and 4 above (if any) if you breach this Agreement in any material respect or file, claim or cause or permit to be filed or claimed, any action for legal or equitable relief (including damages, injunctive, declaratory, monetary or other relief) involving any Claim or other matter released in this Agreement.

8. Protected Activity. Nothing in this Agreement shall be deemed to prohibit you from filing a charge with, or participating in any investigation or proceeding conducted by, the U.S. Equal Employment Opportunity Commission, the National Labor Relations Board or any other federal, state or local governmental agency charged with enforcement of any law. You understand that you retain the right to participate in any such action and to communicate with government agencies and such communication can be initiated by you or in response to the government and is not limited by any non-disparagement or confidentiality obligation under this Agreement. This Agreement, however, does operate to prevent you from seeking or recovering monetary damages or other individual-specific relief in connection with any such investigation or proceeding. Nothing in this Agreement (including the release of Claims set forth in Section 6 above and the confidentiality obligations set forth in Section 9 below) shall be construed to prohibit you from communicating with the United States Securities and Exchange Commission ("SEC") about possible securities law violations concerning any Company Entities or any other company or from participating in any monetary recovery that may be offered by the SEC or other agency or body of the United States government in connection with any such securities law complaint or charge, including under Section 21F of the Securities Exchange Act of 1934, as amended.

9. Confirmation of Prior Agreement. You acknowledge that you continue to be bound by the obligations set forth in your Non-Disclosure, Invention Assignment, Non-Competition and Non-Solicitation Agreement dated May 9, 2016 (the "Employment Agreement"), including, without limitation, the obligations of confidentiality, non-competition and non-solicitation set forth in Section 1 of the Employment Agreement. In addition, you agree that the Confidential Information protected under the Employment Agreement includes the existence and the terms and conditions of this Agreement, any information relating in any way to the released Claims and any discussions relating in any way to resolution of any such Claims.

Notwithstanding the foregoing, you may disclose the existence, and the terms and conditions, of this Agreement (i) to your spouse or (ii) in the context of a privileged communication to your accountant or your attorney, in each case, who is obligated to maintain such information in accordance with this Agreement and in accordance with applicable professional canons restricting the disclosure of client confidences.

In addition, except as set forth in Section 8 above, in the event you are legally compelled to disclose any Confidential Information under an order of a court of competent jurisdiction or other governmental agency, entity or tribunal with subpoena authority, you may disclose only that portion of the Confidential Information that your legal counsel advises you in writing that you are legally compelled to disclose and you will promptly notify CommerceHub by sending written notice to the attention of its General Counsel, prior to any such disclosure so that CommerceHub may take any action it deems necessary or desirable to assure confidential treatment of any such Confidential Information. The federal Defend Trade Secrets Act of 2016 provides immunity from state and federal civil or criminal liability for you if you disclose a trade secret (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, but in either case only if the disclosure is solely for the purpose of reporting or investigating a suspected violation of law; or (b) in a complaint or other document filed with a court in a lawsuit or other proceeding, if the filing of that document is made under seal, and any other disclosure of the trade secret made by you is only as allowed by the court.

Nothing in this Agreement will be deemed to prohibit you from disclosing to any potential employer, or to any employment agency or employment counselor, the fact that you are legally prohibited from disclosing Confidential Information as set forth in this Agreement and the Employment Agreement.

10. Your Availability and Cooperation. You agree to make yourself reasonably available from time to time upon request by CommerceHub for your assistance in connection with any matter related, directly or indirectly, to your former employment, without additional consideration for any such assistance. You further agree and understand that you will make yourself available, cooperate in any reasonable manner, and provide assistance in connection with any investigation, litigation or other legal proceeding which relates to your previous employment. CommerceHub will work to ensure that the cooperation or assistance requested from you will not unreasonably interfere with any subsequent employment you obtain. If CommerceHub requests such cooperation, CommerceHub will reimburse you for your reasonable and pre-approved out-of-pocket expenses incurred in connection therewith.

11. Your Acknowledgement: Equitable Relief. You acknowledge that the types and period of restrictions imposed on you in this Agreement and the Employment Agreement are fair and reasonable, and that such restrictions are intended solely to protect the legitimate interests of CommerceHub. You recognize that your access to Confidential Information makes it necessary for CommerceHub to restrict your post-employment activities as provided herein and in the Employment Agreement because your access to Confidential Information could be used to the Company Entities' detriment. You also acknowledge and agree that if you should breach the covenants, restrictions or agreements contained in this Agreement and in the Employment Agreement, irreparable loss and injury would result to one or more of the Company Entities and that damage arising out of such a breach may be difficult or impossible to ascertain. Accordingly, you agree that, in addition to all other remedies provided at law or in equity, CommerceHub may petition and obtain from a court of law or equity all appropriate

temporary, preliminary and permanent injunctive relief without the necessity of posting a bond or other security, except as may be required by state law.

12. Communication About You; No Disparagement and No Admission. Upon inquiry from a prospective employer regarding a former CommerceHub employee, CommerceHub confirms the dates of employment for the former employee in question and does not provide any other information or opinion regarding the former employee. You agree that at all times you will refrain from negative commentary or any disparaging statements about CommerceHub, unless such statements are required to give truthful testimony under oath. Neither CommerceHub's agreement to pay to you the amounts provided for in this Agreement nor any other covenant or agreement of CommerceHub under this Agreement constitutes, and will not be deemed, construed or interpreted in whole or in part to constitute, an admission of guilt, culpability, wrongdoing or liability on the part of CommerceHub in connection with any Claims against CommerceHub or with respect to any other matter involving any of the Company Entities.

13. Social Media Platforms. From and after the Date of Termination, you agree to remove from your accounts on any social media platform or networking site (including, but not limited to, Twitter, Facebook, and LinkedIn) any statement or inference that you are currently employed by CommerceHub or any of the Company Entities.

14. Choice of Law; Venue; Severability; Waiver; Integration and Counterparts. This Agreement will be interpreted in accordance with the laws of the State of Washington as applicable to agreements wholly performed therein, but without reference to the conflicts of law provisions thereof. An action to enforce this Agreement may only be brought in the United States District Court for the Northern District of New York or the Supreme Court of New York State, County of Albany. In the event that any one or more of the provisions contained in this Agreement is, for any reason, held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, such provision shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision. Any waiver by either party of any right to receive the benefit of or enforce any term or condition of this Agreement will not be deemed a continuing waiver of such right. This Agreement and the Employment Agreement constitute your entire understanding with CommerceHub as regard their subject matter, and supersede and extinguish all prior and/or contemporaneous oral and/or written understandings between you and CommerceHub regarding their subject matter. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement. This Agreement and any Revocation Notice may be executed by facsimile signatures and may be delivered by the exchange of counterparts of signature pages by means of email PDF transmission with an original signed version sent separately by mail promptly thereafter.

15. Consideration Period and Revocation Period. By providing you this Agreement, CommerceHub is informing you that you have the right to consider the terms and conditions of this Agreement for a period not exceeding forty-five (45) days prior to entering into this Agreement. CommerceHub and you agree that changes, whether material or immaterial, to this Agreement do not restart the running of such consideration period. You also understand that you have the right to revoke this Agreement during the seven (7) day period following the date you sign this Agreement (the "Revocation Period") by giving CommerceHub written notice of your revocation (the "Revocation Notice") via email PDF to CommerceHub's Human Resources Department by not later than the expiration of the Revocation Period, with an original signed version of the Revocation Notice sent by mail promptly thereafter. By signing this Agreement, you certify that you have read the terms of this Agreement, that you have been advised by CommerceHub to consult an attorney of your own choice prior to executing this Agreement, that you have had an opportunity to do so, and that you understand this Agreement's terms, conditions and effects, including the waiver and release; you are receiving consideration from CommerceHub that you would not otherwise be entitled to receive; you knowingly and voluntarily enter into this Agreement without fraud, duress, or any undue influence; and you are not waiving any rights or claims that may arise after the date the Agreement is executed. You acknowledge that this Agreement will not become effective and, except as otherwise required by law (including with

respect to Vacation pay described above), CommerceHub will not pay you any amounts provided for in this Period; and (b) until the expiration of the Revocation Period and only if CommerceHub did not receive the Revocation Notice during the Revocation Period.

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Commerce Technologies, LLC  
(as successor to Commerce Technologies Inc.)

By: /s/ John Hinkle  
Name: John Hinkle  
Title: CIO/CISO and EVP, Technical Operations

ACKNOWLEDGED AND AGREED:

Signature: /s/ Bill Kong  
Printed Name: Bill Kong  
Date: 9/25/2017

**List of Omitted Exhibits**

Exhibit A (Disclosure Required by The Age Discrimination and Employment Act of 1967 and The Older Workers Benefit Protection Act of 1990) has not been provided herein. CommerceHub, Inc. undertakes to furnish supplementally a copy of the omitted exhibit to the Securities and Exchange Commission upon request.

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