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

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**FORM 8-K**

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**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): December 31, 2020**

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**VONAGE HOLDINGS CORP.**

(Exact Name of Registrant as Specified in Charter)

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**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**001-32887**  
(Commission  
File Number)

**11-3547680**  
(IRS Employer  
Identification No.)

**23 Main Street**  
(Address of Principal Executive Offices)

**Holmdel , NJ,**

**07733**  
(Zip Code)

**Registrant's telephone number, including area code: (732) 528-2600**

(Former Name or Former Address, if Changed Since Last Report)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions ( see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Emerging growth company

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

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

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

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

On December 31, 2020, Vonage Holdings Corp. (the "Company") and Timothy Shaughnessy, the Company's Interim Chief Financial Officer, entered into an amendment (the "Amendment") to Mr. Shaughnessy's Fixed Term Employment Contract (the "Agreement"). The Amendment provides that Mr. Shaughnessy will continue to serve as the Company's Interim Chief Financial Officer through February 28, 2021, with an option to further extend Mr. Shaughnessy's service through March 31, 2021, upon mutual agreement between the Company and Mr. Shaughnessy. In connection with his extended service, the Amendment provides that Mr. Shaughnessy will be paid a salary of \$400,000 per month of service. In addition, Mr. Shaughnessy is eligible to receive a bonus, in such amount and form payable, subject to the discretion of the Compensation Committee of the Company's Board of Directors.

All other terms in the Agreement remain in full force and effect. The above summary of the Amendment does not purport to be complete in its entirety and is qualified by reference to the full text of the Amendment, a copy of which is attached hereto as Exhibit 10.1 and is incorporated by reference in this Current Report on Form 8-K.

**Item 9.01. Financial Statements and Exhibits**

(d) Exhibits

See accompanying Exhibit Index for a list of the exhibits furnished with this Current Report on Form 8-K.

**EXHIBIT INDEX**

10.1	<a href="#">Amendment No. 1 to Fixed Term Employment Contract, by and between the Company and Tim Shaughnessy, dated December 31, 2020</a>
104	Cover Page Interactive Data File (the cover page XBRL tags are embedded within the iXBRL document)

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

VONAGE HOLDINGS CORP.

Date: January 7, 2021

By:           /s/ Randy K. Rutherford          

Randy K. Rutherford  
Chief Legal Officer

**AMENDMENT NO. 1 TO  
FIXED TERM CONTRACT OF EMPLOYMENT**

Amendment No. 1, dated December 31, 2020 (“Amendment”) to that certain Fixed Term Employment Agreement, dated August 18, 2020 (the “Existing Agreement”), among Vonage Holdings Corp. (“Vonage” or the “Company”) and Tim Shaughnessy (the “Executive” and together with Vonage, the “Parties”).

**WHEREAS**, the Parties desire to extend the Executive’s services with the Company as Interim CFO, and

**WHEREAS**, in consideration of the foregoing, the Parties desire to amend the Existing Agreement on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Existing Agreement.
2. Amendments to the Existing Agreement. As of the Amendment Effective Date (defined below), the Existing Agreement is hereby amended as follows:
  - a. Section 1.A, “General”, of the Existing Agreement is hereby amended by replacing the words “December 31, 2020” with “February 28, 2021, or until March 31, 2021 upon the mutual agreement among the Parties pursuant to Section 2,”.
  - b. Section 2, “Employment ‘At-Will’”, of the Existing Agreement is hereby amended by deleting the words “Your employment shall commence effective as of August 18, 2020 (the “Start Date”) and shall continue through December 31, 2020, unless earlier terminated pursuant to the terms of this Agreement (the “Term”). In no event shall your employment exceed four and a half (4.5) months” of such Section and substituting in lieu thereof the words “Your employment shall commence effective as of August 18, 2020 (the “Start Date”) and shall continue through February 28, 2021, unless earlier terminated pursuant to the terms of this Agreement (the “Term”). Upon mutual agreement among the parties, the Term may be extended through and until March 31, 2021. In no event shall the Term of your employment exceed seven and a half (7.5) months”.
  - c. Section 5.A, “Compensation”, of the Existing Agreement is hereby amended and restated as follows:

“Vonage shall pay you at a rate of (i) \$300,000 per month for each of the first three months, (ii) \$300,000 for the last half of November 2020 and the entire month of December 2020, (iii)

\$400,000 per month for January and February 2021, respectively, and (iv) \$400,000 for March 2021 should your Term be extended to pursuant to Section 2, payable via direct deposit to your bank account of record, on a biweekly basis in arrears in accordance with the Company's regular payroll schedule ("Salary"). In addition to your Salary, you will be eligible to receive a bonus, in such amount and form payable subject to the discretion of the Vonage Compensation Committee. These payments shall constitute 2020 and 2021 W-2 wages, less withholdings and deductions, if and as applicable."

3. Date of Effectiveness; Limited Effect. This Amendment will be deemed effective as of the date first written above (the "Amendment Effective Date"). Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Amendment Effective Date, each reference in the Existing Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import will mean and be a reference to the Existing Agreement as amended by this Amendment.

*Signature Page Follows*

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

VONAGE HOLDINGS CORP.

By: /s/ Susan Quackenbush

Name: Susan Quackenbush

Title: Chief Human Resources Officer

By /s/ Timothy Shaughnessy

Name: Timothy Shaughnessy

Title: Interim Chief Financial Officer