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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): February 26, 2021

VONAGE HOLDINGS CORP.

(Exact Name of Registrant as Specified in Charter)

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)

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

Item 1.01. Entry into a Material Definitive Agreement

On February 26, 2021, Vonage Holdings Corp. (the "Company") entered into Amendment No. 1 (the "Amendment") to the Renewal Agreement (the "Renewal Agreement") to the Cooperation Agreement dated March 15, 2019, among Legion Partners Asset Management, LLC and certain related investors (collectively, "Legion Partners") and the Company, extending the term until the date that is 15 calendar days prior to the last day of the advance notice period for the submission by stockholders of director nominations for the Company's 2022 Annual Meeting of Stockholders, as set forth in the advance notice provisions of the Company's Amended and Restated By-laws, which is subject to earlier termination under certain circumstances.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the Amendment, which is filed as Exhibit 10.1 hereto and is incorporated into this report by reference.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

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

EXHIBIT INDEX

10.1	<u>Amendment No. 1 to Renewal Agreement, dated February 26, 2021, among Vonage Holdings Corp., Legion Partners Asset Management LLC, and each of the signatories thereto</u>
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: February 26, 2021

By: /s/ Randy K. Rutherford

Randy K. Rutherford
Chief Legal Officer

AMENDMENT NO. 1 TO RENEWAL AGREEMENT

This Amendment No. 1, dated as of February 26, 2021 (the “Amendment”), is made and entered into by Vonage Holdings Corp., a Delaware corporation (the “Company”), and Legion Partners Asset Management, LLC, a Delaware limited liability company (together with its Affiliates “Legion Partners”), and each of the other persons listed on the signature page to this Amendment (collectively with Legion Partners and together with any other Affiliates of Legion Partners, the “Investor Group” and each individually, an “Investor”).

WHEREAS, the Company and the Investor Group have entered into a Renewal Agreement, dated as of February 26, 2020 (the “Renewal Agreement”), which renewed the Cooperation Agreement, dated as of March 15, 2019, between the Company and the Investor Group (the “Cooperation Agreement”); and

WHEREAS, the Company and the Investor Group believe that the best interest of the Company and its stockholders (including the Investor Group) would be served at this time by extending the Renewal Agreement on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties to this Amendment, intending to be legally bound by this Amendment, agree as follows:

1. Definitions. References to the “Renewal Agreement” shall mean the Renewal Agreement, as amended. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Renewal Agreement or the Cooperation Agreement.

2. Amendments to the Renewal Agreement. As of the date hereof, the Renewal Agreement is hereby amended as follows:

(a) References to the “2020 Annual Meeting” shall mean the 2021 annual meeting of stockholders.

(b) References to the “2021 Annual Meeting” shall mean the 2022 annual meeting of stockholders.

(c) The Company hereby makes, as of the date hereof, mutatis mutandis, the representations and warranties to the Investor Group set forth in Section 4 of the Cooperation Agreement; provided, that all references therein to “this Agreement” shall be to the Renewal Agreement.

(d) Each Investor, on behalf of itself, jointly and severally, makes, as of the date hereof, mutatis mutandis, the representations and warranties to the Company set forth in Section 5 of the Cooperation Agreement; provided that all references therein to “this Agreement” shall be to the Renewal Agreement, and all references therein to Exhibit A shall refer to Exhibit A attached to this Amendment.

(e) Prior to the filing of the Current Report on Form 8-K referred to in paragraph 2(f) in this Amendment, neither the Company nor any of the Investors shall issue any press release or make any public announcement regarding this Amendment or take any action that would require public disclosure relating to such action without the prior written consent of the other party. No party or any of its Affiliates shall make any public statement (including, without limitation, in any filing required under the Exchange Act) concerning the subject matter of this Amendment inconsistent with the Current Report on Form 8-K.

(f) Prior to 9:00 a.m. (Eastern Time) on March 1, 2021, the Company shall file a Current Report on Form 8-K with the SEC substantially in the form of Exhibit B.

(g) Each of the Company and the Investors shall be responsible for its own fees and expenses incurred in connection with the negotiation, execution, and effectuation of this Amendment and the transactions contemplated hereby, including, but not limited to attorneys' fees incurred in connection with the negotiation and execution of this Amendment and all other activities related to the foregoing; provided, however, that the Company shall reimburse the Investor Group, within 20 days of the date that the Company receives reasonably satisfactory supporting documentation, for its reasonable documented out-of-pocket third party expenses, including legal fees and expenses, as actually incurred in connection with the Investor Group's involvement with the Company prior to the date hereof and the negotiation and execution of this Amendment, in an amount not to exceed \$60,000.

3. Date of Effectiveness; Limited Effect. This Amendment will be deemed effective as of the date first written above. Except as expressly provided in this Amendment or the Renewal Agreement, all of the terms and provisions of the Cooperation Agreement and Renewal Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Company and Legion Partners. Without limiting the generality of the foregoing, the amendments contained in this Amendment or in the Renewal Agreement will not be construed as an amendment to or waiver of any other provision of the Cooperation Agreement or Renewal 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.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Renewal Agreement as of the date first above written.

VONAGE HOLDINGS CORP.

By: /s/ Randy Rutherford

Name: Randy Rutherford

Title: Chief Legal Officer and Secretary

[Additional signatures on following pages]

LEGION PARTIES:

LEGION PARTNERS, L.P. I

By: Legion Partners Asset Management, LLC
Investment Advisor

By: /s/ Christopher S. Kiper
Name: Christopher S. Kiper
Title: Managing Director

LEGION PARTNERS, L.P. II

By: Legion Partners Asset Management, LLC
Investment Advisor

By: /s/ Christopher S. Kiper
Name: Christopher S. Kiper
Title: Managing Director

LEGION PARTNERS, LLC

By: Legion Partners Holdings, LLC
Managing Member

By: /s/ Christopher S. Kiper
Name: Christopher S. Kiper
Title: Managing Member

**LEGION PARTNERS ASSET MANAGEMENT,
LLC**

By: /s/ Christopher S. Kiper
Name: Christopher S. Kiper
Title: Managing Director

LEGION PARTNERS HOLDINGS, LLC

By: /s/ Christopher S. Kiper
Name: Christopher S. Kiper
Title: Managing Member

Christopher S. Kiper

/s/ Christopher S. Kiper

Raymond White

/s/ Raymond White

EXHIBIT A

STOCKHOLDERS, AFFILIATES, AND OWNERSHIP

<u>Name of Person or Entity</u>	<u>Number of Shares</u>
Legion Partners, L.P. I (“ <u>Legion Partners I</u> ”)	Legion Partners I beneficially owns 5,232,252 shares of common stock of the Company.
Legion Partners, L.P. II (“ <u>Legion Partners II</u> ”)	Legion Partners II beneficially owns 290,269 shares of common stock of the Company.
Legion Partners, LLC	As the general partner of each of Legion Partners I and Legion Partners II, Legion Partners, LLC may be deemed the beneficial owner of the (i) 5,232,252 shares owned by Legion Partners I and (ii) 290,269 shares owned by Legion Partners II.
Legion Partners Asset Management, LLC (“ <u>Legion Partners Asset Management</u> ”)	As the investment advisor of each of Legion Partners I and Legion Partners II, Legion Partners Asset Management may be deemed the beneficial owner of the (i) 5,232,252 shares owned by Legion Partners I and (ii) 290,269 shares owned by Legion Partners II.
Legion Partners Holdings, LLC (“ <u>Legion Partners Holdings</u> ”)	Legion Partners Holdings directly beneficially owns 11,100 shares of common stock of the Company. In addition, as the sole member of Legion Partners Asset Management and sole member of Legion Partners, LLC, Legion Partners Holdings may be deemed the beneficial owner of the (i) 5,232,252 shares owned by Legion Partners I and (ii) 290,269 shares owned by Legion Partners II.
Christopher S. Kiper	As a managing director of Legion Partners Asset Management and a managing member of Legion Partners Holdings, Mr. Kiper may be deemed the beneficial owner of the (i) 5,232,252 shares owned by Legion Partners I, (ii) 290,269 shares owned by Legion Partners II, and (iii) 11,100 shares owned by Legion Partners Holdings.
Raymond White	As a managing director of Legion Partners Asset Management and a managing member of Legion Partners Holdings, Mr. White may be deemed the beneficial owner of the (i) 5,232,252 shares owned by Legion Partners I, (ii) 290,269 shares owned by Legion Partners II, and (iii) 11,100 shares owned by Legion Partners Holdings.

EXHIBIT B
CURRENT REPORT ON FORM 8-K