

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, DC 20549

**SCHEDULE 14A**  
(Rule 14a-101)

INFORMATION REQUIRED IN PROXY STATEMENT  
SCHEDULE 14A INFORMATION

Proxy Statement Pursuant to Section 14(a) of the  
Securities Exchange Act of 1934  
(Amendment No. )

Filed by the Registrant

Filed by a Party other than the Registrant

Check the appropriate box:

- Preliminary Proxy Statement
- Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))**
- Definitive Proxy Statement
- Definitive Additional Materials
- Soliciting Material Under §240.14a-12

**LIFETIME BRANDS, INC.**

(Name of Registrant as Specified In Its Charter)

(Name of Person(s) Filing Proxy Statement, if other than the Registrant)

Payment of Filing Fee (Check the appropriate box):

- No fee required.
- Fee computed on table below per Exchange Act Rules 14a-6(i)(1) and 0-11.

1) Title of each class of securities to which transaction applies:

2) Aggregate number of securities to which transaction applies:

3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (set forth the amount on which the filing fee is calculated and state how it was determined):

4) Proposed maximum aggregate value of transaction:

5) Total fee paid:

- Fee paid previously with preliminary materials:
- Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously.

Identify the previous filing by registration statement number, or the form or schedule and the date of its filing.

1) Amount Previously Paid:

2) Form, Schedule or Registration Statement No.:

3) Filing Party:

4) Date Filed:



# Notice of 2021 Annual Meeting and Proxy Statement

June 24, 2021

Garden City, New York



## **MESSAGE FROM THE CHAIRMAN OF THE BOARD OF DIRECTORS**

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Dear Fellow Stockholder:

I invite you to participate in our Annual Meeting of Stockholders on Thursday, June 24, 2021 at 10:30 a.m. Eastern Time, online via live webcast at [www.meetingcenter.io/276069916](http://www.meetingcenter.io/276069916). Due to the information and guidance surrounding the public health impact of the coronavirus pandemic (COVID-19), we have made the decision that this year's Annual Meeting will be virtual only. Information on how to participate in the Annual Meeting can be found on page 9 of the Proxy Statement.

At the Annual Meeting, you will be asked: to elect a board of ten directors; to ratify the appointment of our independent registered public accounting firm; and to approve the 2020 compensation of the Company's named executive officers.

We are taking advantage of the Securities and Exchange Commission rule that allows companies to provide their stockholders with access to proxy materials over the Internet. On or about May 5, 2021, we will begin mailing a Notice of Internet Availability of Proxy Materials (the "Notice") to our stockholders informing them that our Proxy Statement, Annual Report for the fiscal year ended December 31, 2020 (the "2020 Annual Report") and voting instructions are available online. As more fully described in that Notice, all stockholders may choose to access our proxy materials on the Internet or may request to receive paper copies of the proxy materials. This allows us to conserve natural resources and reduces the costs of printing and distributing the proxy materials, while providing our stockholders with access to the proxy materials in a fast and efficient manner. You can also visit our website, [www.lifetimebrands.com](http://www.lifetimebrands.com), where you will find this Proxy Statement and our 2020 Annual Report.

On behalf of our directors and our management team, I thank you for your continued support of Lifetime Brands.

Best regards,

/s/ Jeffrey Siegel  
Jeffrey Siegel  
Chairman of the Board of Directors  
April 29, 2021

**Important Notice Regarding the Availability of Proxy Materials for the Stockholder Meeting To Be Held on June 24, 2021:** On or about May 5, 2021, we will begin mailing a notice, called the Notice of Internet Availability of Proxy Materials, to our stockholders advising them that this Proxy Statement, the 2020 Annual Report and voting instructions can be accessed over the Internet at [www.envisionreports.com/LCUT](http://www.envisionreports.com/LCUT). You may then access these proxy materials over the Internet, or you may request that a printed copy of the materials be sent to you. If you want to receive a paper or e-mail copy of these proxy materials, you must request one over the Internet at [www.envisionreports.com/LCUT](http://www.envisionreports.com/LCUT), by calling toll free 1-866-641-4276, or by sending an e-mail to [investorvote@computershare.com](mailto:investorvote@computershare.com). There is no charge to you for requesting a copy.



## NOTICE OF ANNUAL MEETING OF STOCKHOLDERS

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**June 24, 2021, 10:30 a.m. Eastern Time  
1000 Stewart Avenue, Garden City, New York 11530**

Notice is hereby given that the Annual Meeting of Stockholders of Lifetime Brands, Inc., a Delaware corporation (the "Company"), will be held online via live webcast at [www.meetingcenter.io/276069916](http://www.meetingcenter.io/276069916) on Thursday, June 24, 2021 at 10:30 a.m., Eastern Time (the "Annual Meeting"), for the following purposes:

- (1) To elect to the Board of Directors the ten nominees named in the accompanying Proxy Statement, each to serve until the 2022 Annual Meeting of Stockholders and until their respective successors are duly elected and qualified;
- (2) To ratify the appointment of Ernst & Young LLP as the independent registered public accounting firm of the Company for the fiscal year ending December 31, 2021; and
- (3) To approve, on a non-binding advisory basis, the 2020 compensation of the Company's named executive officers.

In addition to the foregoing, the Annual Meeting will include the transaction of such other business as may properly come before the meeting, or any adjournment(s), continuation(s), rescheduling(s) or postponement(s) thereof.

Stockholders of record at the close of business on April 27, 2021 are entitled to notice of and to vote at the Annual Meeting and any adjournment(s), continuation(s), rescheduling(s) or postponement(s) thereof. A complete list of the stockholders entitled to vote at the Annual Meeting may be accessed electronically, upon request, starting ten (10) days prior to the Annual Meeting by contacting our Corporate Secretary via email at [sara.shindel@lifetimebrands.com](mailto:sara.shindel@lifetimebrands.com). In addition, such stockholder list will be posted on the virtual meeting website and will be accessible during the Annual Meeting.

The Annual Meeting will be held online only via live webcast and there will be no physical location for stockholders to attend the Annual Meeting. Stockholders will be able to vote electronically and submit questions prior to the Annual Meeting by logging in at [www.meetingcenter.io/276069916](http://www.meetingcenter.io/276069916), entering their 15-digit control number and the password LCUT2021, or may vote and ask questions during the Annual Meeting by logging in and entering the required information at the meeting date and time. Guests may log in to the website and virtually attend the Annual Meeting, but only stockholders who have 15-digit control numbers will be able to vote and ask questions.

By Order of the Board of Directors,

/s/ Sara Shindel  
Sara Shindel  
Secretary  
Garden City, New York  
April 29, 2021

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## PROXY STATEMENT SUMMARY

### VOTING MATTERS & BOARD RECOMMENDATIONS

<i>Proposal No.</i>	<i>Proposal</i>	<i>Board Recommends</i>
1	To elect a Board of Directors consisting of the ten director nominees named in this proxy statement to serve until the 2022 Annual Meeting of Stockholders and until their successors are duly elected and qualified	<b>FOR</b> each nominee
2	To ratify the appointment of Ernst & Young LLP as the independent registered public accounting firm of the Company for the fiscal year ending December 31, 2021	<b>FOR</b>
3	To approve, on a non-binding advisory basis, the 2020 compensation of the Company's named executive officers	<b>FOR</b>

### BOARD NOMINEES AND COMMITTEE ASSIGNMENTS

There are ten director nominees for election at our Annual Meeting, to hold office until the 2022 Annual Meeting of Stockholders and until their successors have been duly elected and qualified. All of the nominees are currently serving as directors of the Company, and all nominees, were elected to the Board of Directors (the "Board") at the 2020 Annual Meeting of Stockholders.

<i>Name</i>	<i>Age</i>	<i>Main Occupation</i>	<i>Joined Board</i>	<i>Committee Assignment</i>
Jeffrey Siegel	78	Chairman/Executive Chairman, Lifetime Brands, Inc.	1967	Exec (Chair)
Robert B. Kay	59	CEO, Lifetime Brands, Inc.	2018	Exec
Rachael A. Jarosh	52	President and CEO, Enactus	2020	Nom/Gov
John Koegel*	69	Principal, Jo-Tan, LLC	2008	Nom/Gov (Chair), SP, Audit, Comp, Exec
Cherrie Nanninga	72	Partner, Real Estate Solutions Group	2003	Nom/Gov, Comp (Chair)
Craig Phillips	70	Retired, Senior VP – Distribution <sup>1</sup> , Lifetime Brands, Inc.	1974	Nom/Gov, SP, Audit
Veronique Gabai-Pinsky	55	Former Global President, The Vera Wang Group	2020	Nom/Gov
Bruce G. Pollack	62	Managing Partner, Centre Partners Management, LLC	2018	Nom/Gov, Comp
Michael J. Regan	79	Retired Certified Public Accountant	2012	Nom/Gov, Audit (Chair)
Michael Schnabel	43	Partner, Centre Partners Management, LLC	2018	Nom/Gov, SP

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*Abbreviations:* Nom/Gov = Nominating/Governance Committee; Audit = Audit Committee; SP = Strategic Planning Committee; Comp = Compensation Committee; Exec = Executive Committee

\* Independent Lead Director

1 Mr. Phillips retired and resigned as Senior Vice-President – Distribution, effective January 2, 2015.

### **CORPORATE GOVERNANCE PRACTICES**

Our corporate governance practices include the following best practices:

- a majority vote director resignation policy;
- a lead independent director on our Board;
- the annual election of directors;
- a compensation philosophy for named executive officers aligning compensation with short-term and long-term performance, including drivers of stockholder value;
- stock ownership guidelines for directors;
- stock ownership guidelines for our executive officers;
- stockholders can take action by written consent;
- anti-hedging provisions;
- stockholders have the right to remove directors with or without cause;
- our strong corporate citizenship, including our donation practices, our partnership with organizations and our avoidance of the use of conflict minerals; and
- our commitment to having a diverse Board as 30% of our Board is composed of female directors.

THE BOARD OF DIRECTORS EXTENDS A CORDIAL INVITATION TO ALL STOCKHOLDERS TO PARTICIPATE IN THE ANNUAL MEETING ONLINE VIA LIVE WEBCAST AT [WWW.MEETINGCENTER.IO/276069916](http://WWW.MEETINGCENTER.IO/276069916). WHETHER OR NOT YOU PLAN TO PARTICIPATE IN THE ANNUAL MEETING, IT IS IMPORTANT THAT YOUR SHARES BE REPRESENTED. PLEASE VOTE YOUR SHARES USING THE INTERNET OR THE DESIGNATED TOLL-FREE TELEPHONE NUMBER, OR BY REQUESTING A PRINTED COPY OF THE PROXY MATERIALS AND COMPLETING AND RETURNING BY MAIL THE PROXY CARD OR VOTING INSTRUCTION FORM YOU WILL RECEIVE IN RESPONSE TO YOUR REQUEST. STOCKHOLDERS WHO HAVE SUBMITTED COMPLETED PROXY CARDS OR VOTING INSTRUCTION FORMS MAY REVOKE THEIR PROXIES AND VOTE DURING THE ANNUAL MEETING.



LIFETIME BRANDS, INC.  
1000 Stewart Avenue  
Garden City, New York 11530

#### PROXY STATEMENT

#### ANNUAL MEETING OF STOCKHOLDERS To be held on June 24, 2021

#### INTRODUCTION

This Proxy Statement is furnished in connection with the solicitation of proxies by the Board of Directors (the "Board") of Lifetime Brands, Inc., a Delaware corporation (the "Company," "us" or "we"), for use at our Annual Meeting of Stockholders (the "Annual Meeting") to be held on June 24, 2021 at 10:30 a.m. Eastern Time online via live webcast at [www.meetingcenter.io/276069916](http://www.meetingcenter.io/276069916). Stockholders of record at the close of business on April 27, 2021 are entitled to notice of and to vote at the Annual Meeting.

On or about May 5, 2021, we will begin mailing a notice, called the Notice of Internet Availability of Proxy Materials (the "Notice"), to our stockholders advising them that this Proxy Statement, Annual Report for the fiscal year ended December 31, 2020 (the "2020 Annual Report") and voting instructions can be accessed over the Internet at [www.envisionreports.com/LCUT](http://www.envisionreports.com/LCUT). You may then access these proxy materials over the Internet, or you may request that a printed copy of the materials be sent to you. If you want to receive a paper or e-mail copy of these proxy materials, you must request one over the Internet at [www.envisionreports.com/LCUT](http://www.envisionreports.com/LCUT), by calling 1-866-641-4276 toll free, or by sending an e-mail to [investorvote@computershare.com](mailto:investorvote@computershare.com). There is no charge to you for requesting a copy.

#### THE ANNUAL MEETING

On April 27, 2021, there were 21,979,942 shares of the Company's common stock, \$0.01 par value, issued and outstanding. Each share of the Company's common stock entitles the holder thereof to one vote on each matter submitted to a vote of stockholders at the Annual Meeting.

All shares of common stock represented by properly executed proxies or voting instruction forms will be voted at the Annual Meeting in accordance with the directions marked on the proxies or voting instruction forms, unless such proxies or voting instruction forms have previously been revoked. If no directions are indicated on such proxies or voting instruction forms, they will be voted FOR Proposal 1 – the election of each nominee named under Election of Directors, FOR Proposal 2 – the ratification of the appointment of Ernst & Young LLP as the independent registered public accounting firm of the Company for the fiscal year ending December 31, 2021, and FOR Proposal 3 – the approval, on a

non-binding advisory basis, of the 2020 compensation of the Company's named executive officers. If any other matters are properly presented at the Annual Meeting for action, the proxy holders will vote the proxies (which confer discretionary authority upon such holders to vote on such matters) in accordance with their best judgment, subject to compliance with Rule 14a-4(c) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Each proxy executed and returned by a stockholder by any of the methods indicated below may be revoked at any time before it is voted by timely submission of a written notice of revocation or by submission of a duly executed proxy bearing a later date (in either case directed to the Secretary of the Company), or, if a stockholder participates online in the Annual Meeting, he or she may elect to revoke his or her proxy and vote his or her shares personally.

#### **VOTE REQUIRED FOR APPROVAL**

A majority of our outstanding shares of common stock present at the Annual Meeting, by virtual participation or by proxy, and entitled to vote shall constitute a quorum. Abstentions and broker non-votes will be counted for purposes of determining the presence or absence of a quorum. Assuming a quorum is present, (1) directors shall be elected by a plurality of the votes cast in the election of directors, (2) the affirmative vote of a majority of the shares present at the Annual Meeting, by virtual participation or by proxy, and entitled to vote is necessary to ratify the appointment of Ernst & Young LLP as our independent registered public accounting firm, and (3) the affirmative vote of a majority of the shares present at the Annual Meeting, by virtual participation or by proxy, and entitled to vote is necessary to approve, on a non-binding advisory basis, the 2020 compensation of the Company's named executive officers.

With respect to Proposal 1, you may vote for all nominees, withhold your vote as to all nominees, or vote for all nominees except those specific nominees from whom you withhold your vote. The ten nominees receiving the most "FOR" votes will be elected. Properly executed proxies marked "WITHHOLD" with respect to the election of one or more directors will not be voted with respect to the director or directors indicated. Proxies may not be voted for more than ten directors and stockholders may not cumulate votes for the election of any directors.

With respect to Proposals 2 and 3, you may vote for, against or abstain from voting on any of these proposals.

If a stockholder, present by virtual participation or by proxy, abstains on a matter, such stockholder's shares of common stock, although included in the quorum, will not be voted on such matter. Thus, an abstention from voting on either Proposal 2 or 3 has the same effect as a vote "against" the matter.

Brokers, banks or other nominees who hold shares of our common stock for a beneficial owner have the discretion to vote on routine proposals when they have not received voting instructions from the beneficial owner. New York Stock Exchange rules prohibit brokers from voting on Proposals 1 and 3 without receiving instructions from the beneficial owner of the shares. Brokers, banks or other nominees may vote on Proposal 2 absent instructions from the beneficial owner.

A broker non-vote occurs when a broker, bank, or other nominee does not receive voting instructions from the beneficial owner and does not have the discretion to direct the voting of the shares. Broker non-votes will be counted for purposes of calculating whether a quorum is present at the Annual Meeting, but, in the absence of instructions, shares subject to such broker non-votes will not be counted for purposes of determining the number of votes present by virtual participation or represented by proxy and entitled to vote with respect to a particular proposal. Thus, a broker non-vote will not impact our ability to obtain a quorum.

In determining whether a proposal has received the requisite number of votes, broker non-votes will have no effect on the outcome of the vote on a proposal that requires a plurality of votes cast (Proposal 1) and will have no effect on the outcome of the vote on a proposal that requires the affirmative vote of a majority of the shares present at the Annual Meeting, by virtual participation or by proxy, and entitled to vote (Proposal 3).

## HOW TO VOTE

You may vote your shares by one of the following methods:

**INTERNET:** To vote your shares by Internet, please visit the website listed on your proxy card or voting instruction form and follow the on-screen instructions. If you vote by Internet, you do not need to mail your proxy card or voting instruction form.

**TELEPHONE:** To vote your shares by telephone, please follow the instructions on your proxy card or voting instruction form. If you vote by telephone, you do not need to mail your proxy card or voting instruction form.

**MAIL:** To vote your shares by mail, please follow the instructions on your proxy card or voting instruction form. Please be sure to sign and date your completed proxy card or voting instruction form before mailing. If you do not sign your proxy card or voting instruction form, your votes cannot be counted. Please mail your proxy card or voting instruction form in the pre-addressed, postage-paid envelope.

**VOTE ONLINE DURING THE MEETING:** You may vote online during the Annual Meeting by visiting the link [www.meetingcenter.io/276069916](http://www.meetingcenter.io/276069916). If you are the registered holder of your shares, meaning that you hold your shares through Computershare Investor Services (“Computershare”), our transfer agent, you do not need to register in advance for the Annual Meeting. The 15-digit control number provided on your Notice, proxy card or voting instruction form is necessary to access this site, as well as the password LCUT2021. If you hold your shares in “street name,” meaning that you hold your shares through a broker, bank or other nominee, please follow the directions below to register in advance for the Annual Meeting. Guests may virtually attend the Annual Meeting but will not be able to vote or ask questions during the Annual Meeting.

## PARTICIPATING IN THE ANNUAL MEETING

You are entitled to participate in the Annual Meeting only if you were a stockholder of record or a beneficial owner of shares of our common stock as of the close of business on the Record Date, April 27, 2021, or you hold a valid proxy for the Annual Meeting. Our Annual Meeting will be a completely virtual meeting. There will be no physical meeting location. The meeting will be conducted only via live webcast. Guests may virtually attend the meeting but will not be able to vote or ask questions.

To participate in the Annual Meeting, visit [www.meetingcenter.io/276069916](http://www.meetingcenter.io/276069916) and enter the 15-digit control number included on your Notice of Internet Availability of Proxy Materials, on your proxy card or on the instructions that accompanied your proxy materials, and the password LCUT2021. If you hold your shares in “street name,” please contact the broker, bank, or other nominee that holds your shares to receive proof of your beneficial ownership and submit such proof, along with your name and email information, to Computershare in advance of the Annual Meeting no later than 5:00 p.m. Eastern Time on June 18, 2021. Requests for registration must be labeled as “Legal Proxy,” and may be submitted (i) via email to [legalproxy@computershare.com](mailto:legalproxy@computershare.com) by forwarding the email from your broker regarding your beneficial ownership or sending an image of your legal proxy, or (ii) sending proof of your beneficial ownership via mail to: Computershare, Lifetime Brands, Inc. Legal Proxy, P.O. Box 43001, Providence, Rhode Island 02940-3001. Upon receipt of such proof of beneficial ownership, Computershare will then register you for virtual attendance at the Annual Meeting and provide you with an email confirming your registration. The Annual Meeting will begin promptly at 10:30 a.m. Eastern Time on June 24, 2021. Participants should also give themselves plenty of time to log in and ensure that they can hear streaming audio prior to the start of the Annual Meeting.

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If you are a stockholder and wish to submit questions prior to or during the Annual Meeting, log into the virtual meeting platform at [www.meetingcenter.io/276069916](http://www.meetingcenter.io/276069916). Questions pertinent to meeting matters will be answered during the meeting, subject to time constraints.

**MAJORITY VOTING GOVERNANCE PRINCIPLE**

Although our Bylaws provide for a plurality voting standard for the election of directors, our Board has adopted, as a governance principle, a majority voting standard for uncontested director elections and a plurality voting standard for contested director elections. For this purpose, a “majority of votes cast” means that the number of votes cast “for” a nominee’s election exceeds the number of votes cast “against” that nominee’s election. Accordingly, subsequent to the election of directors at the Annual Meeting, any elected director who is not elected by an affirmative vote of a majority of the votes cast at the Annual Meeting shall submit his or her resignation to our Board, to be effective upon the Board’s determination of whether to accept or reject the resignation. Upon receipt by our Board of such resignation, our Board shall, in its sole judgment and discretion, within 90 days from the submission of such director’s resignation as a director of the Company, determine whether to accept or reject such director’s resignation. If our Board rejects such director’s resignation as a director of the Company, then we shall prepare and file a Current Report on Form 8-K to explain our Board’s rationale for its rejection of such director’s resignation.

**PROXY SOLICITATION**

We will bear the cost of preparing, printing, assembling and mailing the Notice, form of proxy, this Proxy Statement, the 2020 Annual Report and other materials that may be sent to stockholders in connection with this solicitation. We have retained Georgeson, a proxy solicitation firm, at an anticipated cost of \$10,000 plus reimbursement of expenses, to assist in soliciting proxies from brokers, banks, other nominees, and institutional holders. Georgeson may solicit votes personally or by telephone, mail or electronic means. In addition, Georgeson and certain related persons will be indemnified against certain liabilities arising out of or in connection with the engagement.

It is contemplated that brokerage houses will forward the proxy materials to beneficial holders at our request. In addition to the solicitation of proxies by the use of mail, our officers and other employees may solicit proxies personally, by telephone or by electronic means without being paid any additional compensation. We will reimburse such persons for their reasonable out-of-pocket expenses.

**SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT**

The following table sets forth information regarding beneficial ownership of our common stock as of April 20, 2021 (except where otherwise noted) based on a review of information filed with the Securities and Exchange Commission ("SEC") and our records with respect to (i) each person known to be the beneficial owner of more than 5% of the outstanding shares of our common stock, (ii) each of our directors, (iii) each of our named executive officers, and (iv) all our directors and executive officers as a group.

<i>Name of beneficial owner</i>	<i>Number of shares beneficially owned</i>	<i>Percent of shares beneficially owned*</i>
<b>DIRECTORS AND EXECUTIVE OFFICERS (1)</b>		
Jeffrey Siegel	1,417,352 (2)	6.4%
Robert B. Kay	538,667 (3)	2.4%
Rachael A. Jarosh	14,614	†
John Koegel	57,102	†
Cherrie Nanninga	59,377	†
Craig Phillips	660,056	3.0%
Veronique Gabai-Pinsky	10,417	†
Bruce G. Pollack	6,018,219 (4)	27.4%
Michael J. Regan	44,151	†
Michael Schnabel	25,103	†
Daniel Siegel	450,846 (5)	2.0%
Laurence Winoker	122,084 (6)	†
All directors and executive officers as a group (12 persons)	9,417,988	41.8%

<i>Name of beneficial owner</i>	<i>Number of shares beneficially owned</i>	<i>Percent of shares beneficially owned</i>
Centre Partners V, L.P. 601 Lexington Avenue, 55th Floor New York, New York 10022	5,993,116 (7)	27.3%
Kennedy Capital Management, Inc. 10829 Olive Blvd. St. Louis, Missouri 63141	1,616,382 (8)	7.4%
Mill Road Capital II, L.P. 382 Greenwich Avenue, Suite One Greenwich, Connecticut 06830	1,568,203 (9)	7.1%
Dimensional Fund Advisors LP 6300 Bee Cave Road Austin, Texas 78746	1,275,147 (10)	5.8%

*Notes:*

\* Calculated on the basis of 21,979,942 shares of common stock outstanding on April 20, 2021. Pursuant to the regulations of the SEC, shares are deemed to be "beneficially owned" by a person if such person directly or indirectly has or shares the power to vote or dispose of such shares. Each person is deemed to be the beneficial owner of shares which may be acquired within sixty days of April 20, 2021 through the exercise of options, warrants, and other rights, if any, and such securities are deemed to be outstanding for the purpose of computing the percentage of the class beneficially owned by such person.

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- † Less than 1%.
- (1) The address of such individuals is c/o Lifetime Brands, Inc., 1000 Stewart Avenue, Garden City, New York 11530.
- (2) Consists of: (i) 1,171,342 shares owned directly by Mr. Jeffrey Siegel, (ii) 1,010 shares owned by Mr. Siegel's wife, and (iii) 245,000 shares issuable upon the exercise of options which are exercisable within 60 days.
- (3) Consists of: (i) 305,334 shares owned directly by Mr. Kay, (ii) 150,000 shares issuable upon the exercise of options that are exercisable within 60 days and (iii) 83,333 shares issuable upon the exercise of options that are indirectly owned in an irrevocable family trust that are exercisable within 60 days.
- (4) Consists of: (i) 25,103 shares owned directly by Mr. Pollack, (ii) 5,593,116 shares held by Taylor Parent (as defined below), and (iii) 400,000 shares held by Centre Capital Investors V, L.P. ("Centre Investors"). Centre Partners V, L.P. ("Centre Partners LP") is the sole general partner of Centre Investors. CP Taylor GP, LLC ("CP Taylor") has the authority to appoint the board of directors of Taylor Parent. Centre Partners LP is the sole member of CP Taylor and the general partner of Centre Investors. Centre Partners V LLC ("Centre Partners") is the general partner of Centre Partners LP. JRJ V LP ("JRJ LP") and Harwich Road V LP ("Harwich Road LP") are co-managers of Centre Partners. JRJ Inc. ("JRJ") is the general partner of JRJ LP. Harwich Road Inc. ("Harwich Road") is the general partner of Harwich Road LP. Bruce G. Pollack is the president of JRJ. David Jaffe is the president of Harwich Road. As such, Centre Partners LP, Centre Partners, JRJ LP, Harwich Road LP, JRJ, Harwich Road, Bruce G. Pollack and David Jaffe may be deemed to beneficially own the shares of the Company owned directly by Centre Investors and CP Taylor, Centre Partners LP, Centre Partners, JRJ LP, Harwich Road LP, JRJ, Harwich Road, Bruce G. Pollack and David Jaffe may be deemed to beneficially own the shares of the Company owned directly by Taylor Parent.
- (5) Consists of: (i) 404,346 shares owned directly by Mr. Daniel Siegel, (ii) 1,500 shares owned by Mr. Siegel's wife, (iii) 3,000 shares held as Uniform Transfer to Minors Act Custodian for children and (iv) 42,000 shares issuable upon the exercise of options which are exercisable within 60 days.
- (6) Consists of: (i) 86,084 shares owned directly by Mr. Winoker and (ii) 36,000 shares issuable upon the exercise of options which are exercisable within 60 days.
- (7) Based solely on Forms 4 filed with the SEC on behalf of Centre Partners LP and Mr. Pollack on May 17, 2019 and July 1, 2020, respectively. Consists of: (i) 5,593,116 shares held by Taylor Parent, and (ii) 400,000 shares held by Centre Investors. See footnote 4 above for a further description of the beneficial ownership of these shares.
- (8) Based solely on Amendment No. 1 to the Schedule 13G filed on February 16, 2021. Kennedy Capital Management, Inc. owns 1,616,382 shares, over which it has sole voting and dispositive power.
- (9) Based solely on Amendment No. 10 to the Schedule 13D filed with the SEC on December 18, 2020. Represents shares owned by Mill Road Capital II, L.P. ("MR Capital Fund"). MR Capital Fund directly holds, and thus has sole voting and dispositive power over, 1,568,203 shares. Mill Road Capital II GP LLC ("MR Capital GP"), as sole general partner of MR Capital Fund, also has sole authority to vote (or direct the vote of), and to dispose (or direct the disposal) of, the shares held on behalf of MR Capital Fund, and Thomas E. Lynch has shared authority to vote (or direct the vote of), and to dispose (or direct the disposal) of, these shares on behalf of MR Capital GP. Accordingly, each of MR Capital GP, MR Capital Fund, and Mr. Lynch (collectively, the "MR Reporting Persons") beneficially owns 1,568,203 shares of common stock, and the MR Reporting Persons beneficially own, in the aggregate, 1,568,203 shares of common stock.
- (10) Based solely on Amendment No. 12 to the Schedule 13G filed with the SEC on February 12, 2021. Dimensional Fund Advisors LP has sole voting power with respect to 1,237,478 shares and sole dispositive power with respect to 1,275,147 shares.

*Proposal No. 1*  
**ELECTION OF DIRECTORS**

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A board of ten directors is to be elected at the Annual Meeting to hold office until the 2022 Annual Meeting of Stockholders, and shall hold office until their successors are duly elected and qualified or until their earlier resignation or removal. Each of the nominees is one of our current directors.

With respect to Messrs. Kay, Pollack and Schnabel, as previously disclosed, the Company entered into an Agreement and Plan of Merger (the "Merger Agreement") by and among the Company, Taylor Parent, LLC, a Delaware limited liability company ("Taylor Parent"), and Taylor Holdco, LLC, a Delaware limited liability company (dba Filament Brands, and which the Company refers to as "Filament") and related entities, providing for the acquisition of Filament by the Company (the "Filament Acquisition"). In connection with the Merger Agreement, the Company entered into a stockholders agreement (the "Stockholders Agreement") by and among the Company, Taylor Parent and other related stockholders. Pursuant to the Merger Agreement and the Stockholders Agreement, the Company was required to appoint three Taylor Parent designees to the Board. On March 1, 2018, effective upon the closing of the Filament Acquisition, the Board unanimously voted to expand the Board and to appoint Messrs. Kay, Pollack and Schnabel to fill the newly created vacancies on the Board. Messrs. Kay, Pollack and Schnabel were subsequently elected to the Board by the Company's stockholders at the 2018, 2019 and 2020 Annual Meetings and are standing for re-election to the Board at the 2021 Annual Meeting.

The following nominees have been recommended by the Board. It is the intention of the persons named as proxies in the enclosed proxy card to vote the shares covered thereby FOR the election of the ten persons named below, unless a proxy card received by them contains contrary instructions:

*Director Nominees*

**Jeffrey Siegel** is Executive Chairman of the Board. Mr. Siegel has held the position of Chairman of the Board since June 2001, the position of President from December 1999 to 2013 and the position of Chief Executive Officer from December 2000 to March 2018. Mr. Siegel is also a director of Grupo Vasconia, S.A.B. ("Vasconia"), a manufacturer and distributor of industrial aluminum products, aluminum disks, cookware and related items in Mexico, in which the Company has approximately a 30% equity ownership. Mr. Siegel has been a director of Vasconia since 2007. Shares of Vasconia's capital stock are traded on the Bolsa Mexicana de Valores, the Mexican Stock Exchange. Mr. Siegel has served the Company in various capacities and has been a director of the Company since 1967. Mr. Siegel is a cousin of Craig Phillips and the father of Daniel Siegel.



**Robert B. Kay** is our Chief Executive Officer and has served in such role since the consummation of the Filament Acquisition in March 2018. Mr. Kay is also a director of Vasconia since 2018. Mr. Kay previously served as the Chairman and Chief Executive Officer of Filament from 2012 to 2018. Mr. Kay began his career at Deloitte & Touche LLP where he spent six years as a management consultant. From 1993 until 1998, he served as the Senior Vice President and Chief Financial Officer of Oxford Resources Corp., a Nasdaq-listed consumer finance company. From 1999 to 2005, Mr. Kay was President and Chief Executive Officer of Key Components, Inc., a diversified industrial company. In 2006, Mr. Kay joined Kaz, Inc. as Executive Chairman until the company was sold to a publicly traded strategic buyer in 2010. Mr. Kay has been a member of the operating partner network of Centre Partners Management, LLC, which, through its affiliates, beneficially owns a majority of the capital stock of Taylor Parent, LLC, since 2005. Mr. Kay also serves on the board of Nearly Natural, LLC, a private portfolio company of Centre Partners Management, LLC.





**Rachael A. Jarosh** is President and Chief Executive Officer of Enactus, the largest experiential learning platform developing next generation social innovators and business leaders, and a global non-profit organization. She has served in this role since 2016. Ms. Jarosh began her career as an attorney in 1993, and later filled varied leadership roles in communications, equity research, investor relations, and marketing roles at RBC Dain Rauscher, Supervalu, Inc. (now UNFI), Carmichael Lynch Spong, and Pentair plc, where she also served as President of the foundation. Ms. Jarosh currently serves as a director of Class Acceleration Corp. (NYSE: CLAS), a special purpose acquisition company with a focus in the education technology sector.

**John Koegel** has been our independent lead director since 2013 and a principal of Jo-Tan, LLC, a retail consulting company since 2006. From February 2010 to October 2011, Mr. Koegel was a member of the Board of Directors and Lead Director of Game Trading Technologies, Inc., a publicly-held provider of trading solutions for video game retailers, publishers, rental companies and consumers.



**Cherrie Nanninga** has been a partner of Real Estate Solutions Group, LLC, a privately-held real estate consulting firm, since May 2014 and prior to that was the Chief Operating Officer of the New York Tri-State Region of CBRE, a commercial real estate firm, since 2002. For 23 years prior thereto, Ms. Nanninga was employed by The Port Authority of New York and New Jersey where she most recently served as Deputy Chief Financial Officer and Director of Real Estate.

**Craig Phillips** held the position of Senior Vice-President — Distribution from July 2003 to January 2015 when he retired from the Company. Previously, Mr. Phillips held the position of Vice-President — Manufacturing from 1974 to 2003. Mr. Phillips, a cousin of Mr. Jeffrey Siegel, has been a director of the Company since 1974.



**Veronique Gabai-Pinsky** held the position of Global President of the Vera Wang Group, a fashion designer, manufacturer, and distributor, from 2015 to 2018. Previously, Ms. Pinsky held the position of Global President of ADF (all fragrance portfolio), Lab Series (skin care for men) Beauty Bank and Idea Bank (New Brands Development), all divisions of the Estee Lauder Companies from 2006 to 2015 and served as the General Manager for Donna Karan and Michael Kors in the same ADF division from 2003 to 2006. Prior to her service at the Estee Lauder Companies, Ms. Gabai Pinsky held various executive level marketing and management positions at large international beauty companies such as Dragoco (now Symrise), LVMH and L'OREAL from 1988 to 2003. Ms. Gabai Pinsky currently serves on the Board of Directors of Inter Parfums, Inc. (Nasdaq: IPAR), a publicly-traded company, since 2017.

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**Bruce G. Pollack** is a Managing Partner of Centre Partners Management, LLC where he has been employed since 1991. Mr. Pollack began his career in the investment banking divisions of Becker Paribas Incorporated and Merrill Lynch Capital Markets. Mr. Pollack currently serves on the Boards of Directors of Taylor Parent, LLC, Guy & O'Neill, Inc., K2 Pure Solutions, L.P., Sabrosura Foods, LLC, Sun Orchard, Inc., Nearly Natural, LLC, Golding Farms Foods, Inc., Tastemakers Holdings LLC and One World Fitness PFF, LLC, each a private portfolio company of Centre Partners Management, LLC. Mr. Pollack previously served on the Boards of Directors of a number of companies including Taylor Precision Products, Inc. (until March 2018), Captain D's, LLC, Bellisio Foods, Inc., Bumble Bee Foods, L.P., KIK Corporation Holdings, Inc., Salton, Inc. and a number of other private companies. He is on the Board of Governors of the Weizmann Institute of Science. Mr. Pollack received a B.A. from Brandeis University.



**Michael J. Regan** is a retired certified public accountant. From 1996 to 2002, Mr. Regan was the Vice Chairman and Chief Administrative Officer of KPMG LLP, a leading independent public accounting firm, and was the lead audit partner for many Fortune 500 companies during his 40-year tenure with KPMG LLP (1962 to 2002). Mr. Regan currently serves on the Board of Directors of Scientific Games Corporation, an entertainment and media company (since 2006). The Board has determined that Mr. Regan is an "Audit Committee Financial Expert," as defined by the SEC rules.

**Michael Schnabel** is a Partner of Centre Partners Management LLC. Mr. Schnabel joined Centre Partners Management, LLC in 2002. Prior to joining Centre Partners Management LLC, he served as Director of Finance at OmniSky Corporation after having worked in Donaldson, Lufkin & Jenrette Securities Corp.'s investment banking department. Mr. Schnabel currently serves on the Board of Directors of Taylor Parent, Covenant Care, LLC, Nearly Natural, LLC, Sun Orchard, Inc., Bradford Health Services, LLC, Sabrosura Foods, LLC and Guy & O'Neill, Inc. each of which is either a private portfolio company of Centre Partners Management, LLC or a subsidiary of the Company. He previously served on the Boards of Directors of ActionEmco Acquisition, LLC, Bellisio Foods, Inc., Captain D's, LLC, Group Dekko Holdings, Inc., Stonewall Kitchen LLC and Uno Restaurant Holdings Corp. Mr. Schnabel received a B.S. from Duke University.



### Key Qualifications of Director Nominees

The following chart sets forth the specific experience, qualifications, attributes or skills that led to the Board's determination that each director nominee is qualified to serve on the Board. Because it is a summary, it does not include all of the skills, experiences, and qualifications that each director offers, and the fact that a particular experience, skill, or qualification is not listed does not mean that a director does not possess it. All of our directors exhibit high integrity, an appreciation for diversity of background and thought, innovative thinking, a proven record of success, and deep knowledge of corporate governance requirements and best practices.

<b>Nominee</b>	<b>Key Qualifications</b>
<b>Jeffrey Siegel</b>	Service as our Chairman and Executive Chairman; extensive knowledge of our strategy, operations and financial position and of the housewares and retail industries.
<b>Robert B. Kay</b>	Service as our Chief Executive Officer; distinguished career as the Chief Executive Officer in the housewares industry; experience gained in leadership positions in various industries.
<b>Rachael A. Jarosh</b>	Strong background in communications, finance and general management with deep knowledge of private sector environmental, social, and governance (ESG) matters; strong legal experience as senior counsel in corporate practice in private practice and knowledge of investment banking with a background in investment research and banking at a large bank.
<b>John Koegel</b>	Notable career in retailing; strong background in merchandising and general management; consultant for private investment funds and their retail and consumer related portfolio companies; recognized expertise in business improvement, management oversight and due diligence; experience in providing strategic advice on merger and acquisition transactions; knowledge of the Company and the housewares industry through board service.
<b>Cherrie Nanninga</b>	Extensive experience as a financial and operations executive; experience as Deputy Chief Financial Officer of a large public sector organization and Chief Operating Officer of a large division of a multinational company; knowledge of the Company and the housewares industry through board service.
<b>Craig Phillips</b>	Longstanding service as our Senior Vice-President – Distribution and Vice-President – Manufacturing until his retirement in 2015; knowledge of our strategy, operations and financial position and of the housewares industry.
<b>Veronique Gabai-Pinsky</b>	Expert in brand building, product development, creative and innovation, global business management, organizational design, talent management, brand portfolio management through senior leadership positions in the beauty and fragrance industry and the ready to wear apparel industry.
<b>Bruce G. Pollack</b>	Extensive investment banking and private equity experience; board of director leadership experience through portfolio companies of Centre Partners Management, LLC.
<b>Michael J. Regan</b>	Notable career with extensive public company board experience; experience as an audit partner in a large international accounting firm; financial, business and strategic acumen and knowledge of the retail and consumer products industries.
<b>Michael Schnabel</b>	Extensive investment banking and private equity experience; board of director leadership experience through portfolio companies of Centre Partners Management, LLC.

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Each of the nominees have consented to being named in this Proxy Statement and to serve on the Board if elected. We have no reason to believe that any of the nominees will not be a candidate or will be unable to serve. However, should any of the foregoing nominees become unavailable for any reason, the persons named as proxies in the enclosed proxy card intend to vote for such other person or persons as the Board may nominate.

**Our Board unanimously recommends that stockholders vote FOR  
the election of each of the nominated directors.**

## EXECUTIVE OFFICERS

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The following table sets forth the names and ages of each of our executive officers as of April 29, 2021.

Name	Age	Positions/Offices with Company
Robert B. Kay	59	Chief Executive Officer
Jeffrey Siegel	78	Chairman of the Board; Executive Chairman
Daniel Siegel	51	President
Laurence Winoker	65	Senior Vice-President – Finance; Treasurer; Chief Financial Officer

### EXECUTIVE OFFICER BACKGROUNDS

See *Election of Directors* for the biographies of Messrs. Kay and J. Siegel.

All of our officers are elected annually by our Board, hold office at the pleasure of the Board and serve until their successors are duly elected and qualified. Certain directors are executives of the Company for a contractual term pursuant to employment agreements. See the *Compensation Discussion and Analysis* section for summarized terms of these agreements.

**Daniel Siegel** has served in various positions since joining us in 1992, including as President since 2013. Prior thereto, Mr. Siegel was Executive Vice President of Sales from 2006 to 2008, Executive Vice President of Corporate Invention Strategies from 2008 to 2010 and was an Executive Vice President from 2010 to 2013. Mr. Siegel is the son of Jeffrey Siegel, Chairman of our Board and Executive Chairman.

**Laurence Winoker** has been our Senior Vice-President – Finance, Treasurer and Chief Financial Officer since July 2007. Prior thereto, Mr. Winoker was Senior Vice-President, Controller and Treasurer of MacAndrews & Forbes Holdings Inc., a holding company with controlling interests in a diversified portfolio of public and private companies including Revlon, Inc. Mr. Winoker was Senior Vice-President, Treasurer and Controller of Revlon, Inc. from 1999 to 2003.

## CORPORATE GOVERNANCE

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### BOARD INDEPENDENCE

Our Board has determined that our director nominees, Rachael A. Jarosh, John Koegel, Cherrie Nanninga, Craig Phillips, Veronique Gabai-Pinsky, Bruce G. Pollack, Michael J. Regan and Michael Schnabel are independent directors under the listing standards of The Nasdaq Stock Market LLC. Michael J. Jeary served as an independent director in 2020 until his resignation from the Board on January 27, 2020, and Dennis Reaves also served as an independent director during 2020 until his term of service ended on June 25, 2020. Jeffrey Siegel and Robert B. Kay are our employees and are not considered to be independent directors.

### BOARD LEADERSHIP STRUCTURE

**Jeffrey Siegel** serves as Chairman of our Board and our Executive Chairman. Mr. Siegel has served the Company in various capacities, has been one of our directors since 1967 and is our largest individual stockholder. Mr. Siegel provides effective leadership and guidance as our Chairman of the Board in the development and pursuit of our strategic goals, recognition of business opportunities that present themselves and oversight of our risk profile.

**John Koegel** serves as our independent lead director. The duties of the independent lead director include:

- Chairing meetings of our Board at which the Chairman of our Board is not present;
- Reviewing the agenda approved by the Chairman of our Board for Board meetings and, with input from the other independent directors, suggesting to the Chairman of our Board additional agenda items for Board meetings, as well as the substance and timeliness of information to be sent to the members of our Board in connection with Board meetings and in between Board meetings;
- Reviewing with the Chairman of our Board the schedule for meetings of our Board to help assure that there is sufficient time allocated for discussion of all agenda items;
- Maintaining constant communication with the Chairman of our Board between meetings of our Board;
- Collaborating with and acting as a resource for, and counsel to, the Chairman of our Board;
- Chairing meetings of the independent directors;
- Reviewing with the Chairman of our Board the schedule for meetings of the independent directors and, with input from the other independent directors, setting the agenda for such meetings;
- Reviewing with the Chairman of our Board after meetings of the independent directors matters discussed by the independent directors at such meetings;
- Facilitating communication and serving as the principal liaison on Board-related issues between the Chairman of our Board and the independent directors. Notwithstanding the foregoing, each director is free to communicate directly with the Chairman of our Board, other directors and senior management;
- Authorizing the retention of independent legal advisors, and other independent consultants and advisors, as necessary, to advise the independent directors on issues related to the independent directors. Such advisors and consultants shall work with and under the direction of the independent lead director and report directly to the independent directors with respect to such issues; and
- At least annually, reviewing with the other independent directors and with the Chairman of our Board the duties and responsibilities of the independent lead director.

Our Board believes that the Chairman position fosters clear accountability, effective decision making and alignment of corporate strategies and, taken together with the independent lead director role, is the appropriate leadership structure for us at this time.

Our Board is currently composed of ten directors, eight of whom are independent of the Company. Our independent directors, and our governance practices, provide effective and independent oversight of management. The independent directors meet in periodic executive sessions, the results of which are discussed by the independent lead director with the Chief Executive Officer.

#### **STOCK OWNERSHIP GUIDELINES**

Our Board has adopted stock ownership guidelines applicable to our directors. Under these guidelines, a director must, on or prior to the deadline, own shares of our stock with a value in an amount equal to or in excess of three times the non-employee director annual cash retainer, with such value determined at the time of the receipt of the stock based on the amount paid or contributed by the director for the stock. The deadline is five years after the director's election or appointment to our Board. For the purpose of stock ownership guidelines, unexercised stock options are not considered in calculating stock ownership but restricted shares are included at the time the restriction lapses.

Our Board has also adopted stock ownership guidelines for our named executive officers, which are intended to align their long-term interests with those of our stockholders and to encourage a long-term focus in managing our Company. The requirements for named executive officers are expressed as a multiple of base salary. The Chief Executive Officer is required to maintain a minimum ownership of

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three times his base salary. All other named executive officers are required to maintain one times their base salary. The named executive officers need to achieve the requirements within five years. Compliance with the guidelines will be determined based on the then-current base salary. For purposes of the stock ownership guidelines, the following forms of equity holdings qualify: (1) direct ownership of shares (e.g. shares purchased on the open market or upon the exercise of stock options and restricted stock that shall have vested); (2) indirect ownership of shares (e.g. shares held in trusts for the benefit of the named executive officer or his/her immediate family members or shares held by family members that reside in the same household as the named executive officer); and (3) restricted stock that shall have vested: (i) upon the achievement of performance of goals established by the Board or a Committee of the Board; or (ii) over a period of time.

### ***ANTI-HEDGING POLICY***

We have a policy with respect to hedging in the Company's securities that is contained in our Insider Trading Policy. In this regard, we prohibit our directors and executive officers from engaging in transactions that are designed to or have the effect of hedging or offsetting any decrease in the market value of our securities. With respect to employees of the Company that are not executive officers, the policy strongly discourages those employees from engaging in hedging transactions involving the Company's securities.

### ***BOARD OVERSIGHT OF RISK***

Our Board bears the responsibility for maintaining oversight over our exposure to risk. Our Board, itself and through its committees, meets with various members of management regularly and discusses our material risk exposures, the potential impact on us and the efforts of management it deems appropriate to deal with the risks that are identified. The Audit Committee considers our risk assessment and risk management practices including those relating to regulatory risks, financial liquidity and accounting risk exposure, reserves and our internal controls. The Nominating and Governance Committee considers the risks associated with our corporate governance principles and procedures with the guidance of corporate and outside counsel. Our Compensation Committee, in connection with the performance of its duties, considers risks associated with our compensation programs.

### ***CODE OF BUSINESS CONDUCT AND ETHICS***

We have adopted a Code of Business Conduct and Ethics, which applies to all of our employees (including executive officers) and our directors.

A copy of our Code of Business Conduct and Ethics can be found on our website, [www.lifetimebrands.com](http://www.lifetimebrands.com), in the Corporate Governance subsection under Investor Relations. We intend to post any amendments to or waivers from our Code of Business Conduct and Ethics that apply to our executive officers on our website.

### ***BOARD AND COMMITTEE MEETINGS; ATTENDANCE***

All directors who served as directors at the time, virtually attended our 2020 Annual Meeting of Stockholders. Directors are expected, but not required, to attend the annual meeting of stockholders. Our Board holds meetings on at least a quarterly basis and more often, if necessary, to fulfill its responsibilities. Our Board held nine regularly scheduled meetings during the fiscal year ended December 31, 2020. During the fiscal year ended December 31, 2020, each director attended 75% or more of the total number of meetings of the Board and his or her respective committees (for the period that such director served on the Board and/or committee during 2020).

### ***STOCKHOLDER COMMUNICATION WITH DIRECTORS***

Stockholders and other interested parties who wish to communicate with members of our Board, including the independent directors, individually or as a group, may send correspondence to them in care of the Secretary at our principal office, 1000 Stewart Avenue, Garden City, New York 11530.

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Alternatively, the directors may be contacted via e-mail at [BoardofDirectors@lifetimebrands.com](mailto:BoardofDirectors@lifetimebrands.com). All such communications will be relayed to the members of our Board generally or individually, as specified.

### **BOARD NOMINATION PROCESS**

Our Board nominates candidates to serve as directors based on recommendations of the Board's Nominating and Governance Committee.

Our Nominating and Governance Committee's procedures for identifying and evaluating candidates include requests for candidate recommendations from within the housewares industry and from outside independent professional advisors, as the case may be. In selecting a director nominee, our Nominating and Governance Committee focuses on skills, expertise and backgrounds that would complement those of the existing members of our Board, recognizing the nature of our business.

Directors are elected annually by our stockholders and serve until the next annual meeting of the stockholders and shall hold office until their successors have been duly elected and qualified or until their earlier resignation or removal.

Our Board has adopted, as a governance principle, a majority voting standard for uncontested director elections and a plurality voting standard for contested director elections. Any director elected by a plurality vote, as provided for in our Bylaws, at an annual meeting of our stockholders in an uncontested election who does not receive a majority of the votes cast at such annual meeting shall submit his or her resignation to our Board, to be effective upon the Board's determination of whether to accept or reject the resignation. Our Board shall then, in its sole judgment and discretion, within 90 days from submission of such director's resignation, determine whether to accept or reject such director's resignation. If our Board rejects the director's resignation, then we shall prepare and file a Current Report on Form 8-K to explain our Board's rationale for rejecting such director's resignation.

### **NOMINATING AND GOVERNANCE COMMITTEE**

Our Nominating and Governance Committee is currently composed of eight of our independent directors: John Koegel (Chair), Rachael A. Jarosh, Cherrie Nanninga, Craig Phillips, Veronique Gabai-Pinsky, Bruce G. Pollack, Michael J. Regan and Michael Schnabel. Michael J. Jeary served as a member of Nominating and Governance Committee in 2020 until his resignation from the Board on January 27, 2020. Dennis Reaves also served as a member of the Nominating and Governance Committee during 2020 until his term of service as a director ended on June 25, 2020. The Nominating and Governance Committee held six meetings in 2020.

Our Nominating and Governance Committee has the following responsibilities:

- To identify and evaluate the qualifications of candidates for Board membership and, following consultation with the Chief Executive Officer and Executive Chairman, recommend to our Board nominees for open or newly created director positions;
- To consider nominees recommended by stockholders as long as such recommendations are received at least 120 calendar days prior to the one-year anniversary date of the immediately preceding year's annual meeting of stockholders;
- To periodically review the composition of our Board to determine whether it may be appropriate to add or subtract individuals with different backgrounds or skill sets from those already on our Board, and submit to our Board on an annual basis a report summarizing its conclusions regarding these matters;
- To oversee an orientation and continuing education program for directors;

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- To develop and make recommendations to our Board regarding governance principles applicable to us;
- To periodically assess the structure and operations of the committees of our Board;
- To develop and recommend to the Board corporate governance guidelines and to review such guidelines at least annually;
- To develop and recommend procedures for the evaluation and self-evaluation of our Board and its committees and to oversee the evaluation process;
- To perform an evaluation of the committee's performance at least annually;
- To periodically review the compensation of our Board and recommend changes to our Board;
- To perform such other duties as our Board may assign to the committee: and
- To address any related matters required by the federal securities laws.

Our Nominating and Governance Committee charter is available on our website, [www.lifetimebrands.com](http://www.lifetimebrands.com), in the Corporate Governance subsection under Investor Relations.

### ***PROCESS FOR STOCKHOLDERS TO RECOMMEND DIRECTOR NOMINEES***

Our Board, through our Nominating and Governance Committee, will consider nominees recommended by stockholders as long as, consistent with our Nominating and Governance Committee charter, such recommendations are received at least 120 calendar days prior to the one-year anniversary date of the immediately preceding year's annual meeting of stockholders. A stockholder wishing to recommend a candidate must submit the following documents to the Secretary, Lifetime Brands, Inc., 1000 Stewart Avenue, Garden City, New York 11530, not less than 120 calendar days prior to the one-year anniversary date of the immediately preceding year's annual meeting of stockholders:

- A recommendation that identifies the candidate and provides contact information for that candidate;
- The written consent of the candidate to serve as a director of the Company, if elected; and
- If the candidate is to be evaluated by the Nominating and Governance Committee, the Secretary will request from the candidate a detailed resume, an autobiographical statement explaining the candidate's interest in serving as a director of the Company, a completed statement regarding conflicts of interest, and a waiver of liability for a background check.

The Nominating and Governance Committee evaluates all candidates, regardless of who recommended the candidate, based on the same criteria.

### ***BOARD DIVERSITY***

Our diversity policy provides that, while diversity and the variety of experiences and viewpoints represented on our Board should always be considered, a director nominee should not be chosen nor excluded because of race, color, gender, national origin or sexual orientation or identity. Our Nominating and Governance Committee assesses the effectiveness of the diversity policy by periodically reviewing the skills, expertise and background of each of the existing members of our Board to determine whether it may be appropriate to add individuals with different backgrounds or skill sets from those existing members of our Board. Our Board is committed to having a diverse Board as 30% of our Board (three of ten) is composed of female directors, two of whom were appointed to the Board in 2020.

### ***AUDIT COMMITTEE***

Our Audit Committee is currently composed of three directors, each of whom is independent, as required by the Audit Committee charter, the Exchange Act, the Nasdaq listing rules and the SEC rules. The current members are Michael J. Regan (Chair), John Koegel and Craig Phillips. Dennis Reaves also served as a member of the Audit Committee during 2020 until his term of service as a director ended on June 25, 2020. Our Board has determined that Michael J. Regan is an "Audit

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Committee Financial Expert,” as defined by the SEC rules. The Audit Committee held four meetings during 2020.

Our Audit Committee, among other things:

- Considers the qualifications of and appoints and oversees the activities of our independent registered public accounting firm, i.e., our independent auditor;
- Reviews with the independent auditor any audit problems or difficulties encountered in the course of audit work;
- Preapproves all audit and non-audit services provided by the independent auditor;
- Discusses with the internal auditors and the independent auditor the overall scope and plans for their respective audits, including the adequacy of staffing and budget or compensation;
- Reviews our financial statements and reports and meets with management and the independent auditor to review, discuss and approve our financial statements, ensuring the completeness and clarity of the disclosures in the financial statements;
- Monitors compliance with our internal controls, policies, procedures and practices;
- Reviews management’s report on its assessment of the effectiveness of internal control over financial reporting as of the end of each fiscal year and the independent auditor’s report on the effectiveness of internal control over financial reporting;
- Reviews the performance of our internal audit function and approves our Internal Audit Department’s annual audit plan and all major changes to the plan;
- Discusses our policies on risk assessment and risk management, our major financial risk exposures and the steps management has taken to monitor and control such exposures;
- Reviews our compliance and ethics programs, including legal and regulatory requirements, and reviews with management our periodic evaluation of the effectiveness of such programs;
- Reviews and approves related-party transactions; and
- Undertakes such other activities as our Board from time to time may delegate to it.

Our Audit Committee charter is available on our website, [www.lifetimebrands.com](http://www.lifetimebrands.com), in the Corporate Governance subsection under Investor Relations.

### **STRATEGIC PLANNING COMMITTEE**

Our Strategic Planning Committee is currently composed of three directors. The current members are John Koegel, Craig Phillips, and Michael Schnabel. Michael J. Jeary served as Chair and as a member of the Strategic Planning Committee in 2020 until his resignation from the Board on January 27, 2020. Dennis Reaves also served as a member of the Strategic Planning Committee during 2020 until his term of service as a director ended on June 25, 2020. Our Strategic Planning Committee held no meetings in 2020.

Our Strategic Planning Committee, among other things, provides assistance to our Board in fulfilling its responsibilities to our stockholders with respect to the following:

- Monitoring and informing our Board of developments, trends and new discoveries that may facilitate us in achieving our goals by improving operations, profitability and stockholder value;
- Reviewing and recommending to our Board, for its approval, long-term business objectives and plans developed by management; and
- Overseeing the development and monitoring the implementation of a strategic plan.

Our Strategic Planning Committee regularly receives updates from the Chairman of our Board/Executive Chairman and Chief Executive Officer and, from time to time, meets with our Division Presidents.

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Our Strategic Planning Committee charter is available on our website, [www.lifetimebrands.com](http://www.lifetimebrands.com), in the Corporate Governance subsection under Investor Relations.

### **COMPENSATION COMMITTEE**

Our Compensation Committee is composed of three directors, each of whom is independent. The current members are Cherrie Nanninga (Chair), John Koegel, and Bruce G. Pollack. Our Compensation Committee held nine meetings in 2020.

Our Compensation Committee advises our Board with respect to our compensation practices and administers our Amended and Restated 2000 Incentive Bonus Compensation Plan and our Amended and Restated 2000 Long-Term Incentive Plan.

The principal duties and responsibilities of our Compensation Committee include:

- Reviewing and approving compensation principles that apply generally to our executive officers;
- Establishing and reviewing corporate goals and objectives relevant to the compensation of the Executive Chairman and Chief Executive Officer and evaluating their performances in light of the established goals and objectives and approving their annual compensation;
- Reviewing, based primarily on the evaluations and recommendations of the Executive Chairman and Chief Executive Officer, the performance of the other executive officers and in light of established goals and objectives, approving their annual compensation;
- Overseeing our compliance with the requirements under the Nasdaq Marketplace Rules, with respect to our long-term incentive compensation plans; and
- Reviewing and discussing compensation programs that may create incentives that can affect our risk and management of that risk.

Our Compensation Committee charter is available on our website, [www.lifetimebrands.com](http://www.lifetimebrands.com), in the Corporate Governance subsection under Investor Relations.

### **EXECUTIVE COMMITTEE**

Our Executive Committee is composed of three directors. The current members are Jeffrey Siegel (Chair), John Koegel and Robert B. Kay. Our Executive Committee held no meetings in 2020.

Our Executive Committee was formed in 2016, at the recommendation of the Nominating and Governance Committee, for authorizing the opening and closing of bank accounts for the Company and other matters delegated by the Board to the Executive Committee.

### **EXECUTIVE SESSIONS**

The independent directors meet at regularly scheduled executive sessions without members of management present.

## DIRECTOR COMPENSATION

Fees paid to our non-employee directors are based on the following schedule. However, in connection with certain cost reduction efforts in light of the effect of the COVID-19 pandemic on our business, on April 2, 2020, the Board agreed to reduce the unpaid cash portion of their annual compensation set forth in the following schedule by 20% effective during the period beginning on April 13, 2020 and ending on July 5, 2020. Additional information regarding these efforts is described in the Company's Current Report on Form 8-K filed on April 8, 2020.

<b>Board of Directors Annual Retainer</b>	
Cash	\$ 45,000
Restricted Common Stock	\$ 70,000
<b>Total</b>	<b>\$ 115,000</b>
<b>Committee Chair Annual Cash Retainer</b>	
Chair of Audit or Compensation Committee	\$ 20,000
Chair of Nominating/Governance or Strategic Planning Committee	\$ 10,000
<b>Committee Member Annual Cash Retainer</b>	
	\$ 2,000
<b>Independent Lead Director Annual Cash Retainer</b>	
	\$ 30,000
<b>Cash Fee for Each Meeting Attended</b>	
Board Meeting	\$ 2,000
Committee Meeting	\$ 500

The following table sets forth compensation paid to our non-employee directors for 2020

Name	Fees earned or paid in cash	Stock awards <sup>(1) (2)</sup>	All Other Compensation	Total
Michael J. Jeary <sup>(3)</sup>	\$ 2,500	\$ -	\$ -	\$ 2,500
John Koegel	112,757	70,000	-	182,757
Cherrie Nanninga	87,897	70,000	-	157,897
Craig Phillips	67,503	70,000	-	137,503
Bruce G. Pollack	68,677	70,000	-	138,677
Dennis E. Reaves <sup>(4)</sup>	24,250	-	-	24,250
Michael J. Regan	85,597	70,000	-	155,597
Michael Schnabel	66,477	70,000	-	136,477
Rachael A. Jarosh <sup>(5)</sup>	70,456	99,169	-	169,625
Veronique Gabai-Pinsky	44,877	70,000	-	114,877

Note:

- (1) Represents the aggregate grant date fair value of the awards as determined under Financial Accounting Standards Board Accounting Standards Codification Topic No. 718-20, Awards Classified as Equity, recognized by the Company for awards granted during 2020. For information, including assumptions, regarding the valuation of these awards refer to Note 10 to the Company's Consolidated Financial Statements for the year ended December 31, 2020 included in the Company's Annual Report on Form 10-K for the year ended December 31, 2020, and the Company's discussion of Critical Accounting Policies and Estimates under the heading "Share-based compensation" included on page 43 of that Form 10-K.

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- (2) Consists of restricted stock awards valued at the closing market price of the Company's common stock on the date of grant.
- (3) Mr. Jeary resigned from the Board as of January 27, 2020. In connection with his resignation, the Compensation Committee accelerated the vesting of 3,800 shares, which represents a pro-rated portion of his outstanding restricted stock award based on the portion of the vesting period that he served on the Board.
- (4) Mr. Reaves' term ended on June 25, 2020. Accordingly, Mr. Reaves did not receive the annual equity award made to directors on June 30, 2020.
- (5) Ms. Jarosh's stock awards include an initial award made in connection with Ms. Jarosh's commencement of Board service, as well the annual award made to directors on June 30, 2020.

The following table sets forth the aggregate number of restricted shares of our common stock held by each non-employee director at December 31, 2020. None of the non-employee directors have any outstanding stock options.

Name	Restricted shares	Vested stock options	Unvested stock options
<b>Michael J. Jeary</b>	–	–	–
<b>John Koegel (1)</b>	10,417	–	–
<b>Cherrie Nanninga (1)</b>	10,417	–	–
<b>Craig Phillips (1)</b>	10,417	–	–
<b>Bruce G. Pollack (1)</b>	10,417	–	–
<b>Dennis E. Reaves</b>	–	–	–
<b>Michael J. Regan (1)</b>	10,417	–	–
<b>Michael Schnabel (1)</b>	10,417	–	–
<b>Rachael A. Jarosh (2)</b>	14,614	–	–
<b>Veronique Gabai-Pinsky (1)</b>	10,417	–	–

Note:

- (1) Restricted shares were issued on June 30, 2020 and fully vest on June 30, 2021.
- (2) In connection with Ms. Jarosh's commencement of board service, 4,197 restricted shares were granted on January 27, 2020. Such shares subsequently vested on January 27, 2021. As part of our annual grant to directors, 10,417 restricted shares were granted to Ms. Jarosh on June 30, 2020 and vest on June 30, 2021.

The table of Security Ownership of Certain Beneficial Owners and Management sets forth the beneficial ownership of each director of our common stock at April 20, 2021.

## COMPENSATION DISCUSSION AND ANALYSIS

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### EXECUTIVE SUMMARY

#### About Our Business

Lifetime Brands is a leading global provider of kitchenware, tableware and other products used in the home. We offer brands you trust, value without compromise and an unwavering commitment to innovation. Our products make it easier for you to prepare food, serve meals, entertain guests, and decorate your home.

We market products under well-known kitchenware brands, including Farberware, KitchenAid, Sabatier, Amco Houseworks, Chef'n, Chicago Metallic, Copco, Fred & Friends, Rabbit, Houdini, KitchenCraft, Kamenstein, Kizmos, MasterClass, Misto, Swing-A-Way, and Taylor Kitchen; respected tableware and giftware brands, including Mikasa, Pfaltzgraff, Fitz and Floyd, Creative Tops, Empire Silver, Gorham, International Silver, Kirk Stieff, Towle Silversmiths, Tuttle, Wallace, Wilton Armetale, V&A and Royal Botanic Gardens Kew; and valued home solutions brands, including BUILT NY, and Taylor. We also provide exclusive private label products to leading retailers worldwide.

Our products can be found in specialty stores, department stores, national chains, mass merchants, warehouse clubs, home centers, supermarkets, e-commerce retailers and off-price retailers, as well as our branded websites.

#### Our Executives

Our named executive officers ("NEOs") are:

- **Robert B. Kay**, Chief Executive Officer and Director
- **Jeffrey Siegel**, Executive Chairman of our Board and Director
- **Daniel Siegel**, President
- **Laurence Winoker**, Senior Vice-President – Finance, Treasurer and Chief Financial Officer

#### 2020 Performance Highlights

Despite the external challenges presented by the global pandemic, we achieved certain financial and strategic goals during 2020. Our highlights for 2020 included the following:

- Net sales were \$769.2 million in 2020, an increase of 4.7% as compared to net sales of \$734.9 million in 2019.
- Income from operations, excluding certain non-cash charges, was \$47.9 million in 2020, as compared to \$28.1 million in 2019.<sup>(1)</sup>
- Income before income taxes and equity in earnings, excluding certain non-cash charges, was \$28.5 million in 2020, as compared to \$7.7 million in 2019.<sup>(1)</sup>
- Adjusted net income was \$20.2 million in 2020, as compared to \$9.2 million in 2019. <sup>(1)</sup>
- We stabilized and completed a turnaround of our U.K. based international operations.
- We outperformed in the majority of our categories in pure play and omnichannel e-commerce.
- We substantially achieved our Lifetime 2.0 objectives.

<sup>(1)</sup> These amounts represent non-GAAP financial measures. A reconciliation of these measures to the most directly comparable GAAP measure is included in Appendix A.

The Compensation Committee acknowledges the efforts of the NEOs in helping the Company achieve the strategic objectives outlined above in 2020.

Say-On-Pay

In 2020, our Board provided stockholders with the opportunity to cast an advisory vote on executive compensation. At our most recent Annual Meeting of Stockholders on June 25, 2020, approximately 77% of the votes cast approved, on an advisory basis, the compensation of our NEOs. Although these votes were non-binding and advisory, our Compensation Committee believes that the outcome affirms stockholder support of our approach to executive compensation. In view of the support demonstrated by the stockholders, our Board and Compensation Committee are continuing their existing approach to determining executive compensation when considering executive compensation decisions.

**COMPENSATION PHILOSOPHY AND OBJECTIVES**

Our compensation program has historically been designed to attract, reward and retain capable executives and to provide incentives for the attainment of short-term performance objectives and strategic long-term performance goals. A number of key principles guide management and our Compensation Committee in determining compensation for hiring, motivating, rewarding and retaining executive officers who create both short-term and long-term stockholder value, including:

- A significant amount of compensation should be linked to measurable success in business performance;
- Management's interests should be aligned with those of the stockholders;
- Both short-term and long-term financial and business objectives should be incentivizing; and
- Compensation should be set at levels that will be competitive with the compensation offered by those companies against whom we compete for executive talent so that we are able to attract and retain experienced executives.

In an effort to balance the need to retain talent yet motivate executives to achieve superior performance, we have adopted a compensation philosophy that contains both fixed and variable elements of compensation. Our compensation philosophy is to reward executives with compensation aligned with our short-term and long-term financial goals and the establishment of performance targets that do not promote excessive risk-taking. The elements of our total executive compensation are base salary, cash bonus and stock incentives. The compensation program was designed to create a substantial percentage of variable compensation for executives, subject to increases or decreases based on the attainment of specified achievements and targets.

Our Compensation Committee uses its judgment in allocating compensation between long- and short-term incentives and cash and non-cash components. Although long-term incentives are considered of great significance in aligning performance with stockholder interests, they have traditionally been a smaller component of aggregate compensation. The Compensation Committee has also historically awarded larger long-term incentive compensation awards, as consideration for NEOs entering into a new employment agreement. Based on 2020 target compensation, long-term incentives for our Chief Executive Officer comprised 23% of his total compensation for 2020 (with 20% attributable to restricted stock and 3% attributable to performance share awards), while short-term incentives comprised 77% of his total compensation for 2020 (with 36% attributable to base salary, 40% attributable to annual bonus, and 1% attributable to other compensation). Based on 2020 target compensation, long-term incentives for all other NEOs comprised 23% of their total compensation for 2020 (with 21% attributable to restricted stock and 2% attributable to performance share awards), while short-term incentives comprised 77% of their total compensation for 2020 (with 38% attributable to base salary, 36% attributable to annual bonus, and 3% attributable to other compensation). In addition, based on 2020 target compensation, 43% of our Chief Executive Officer's 2020 compensation consisted of performance-based compensation and 38% of all other NEOs' 2020 compensation consisted of performance-based compensation (which, in each case, includes target annual bonus and the target award value of performance shares granted).

**ROLE OF COMPENSATION COMMITTEE**

Our Compensation Committee has the authority to review and approve compensation principles and practices that apply generally to our executives and senior employees. Our Compensation Committee reviews corporate goals and objectives relevant to the compensation of our Executive Chairman and Chief Executive Officer, evaluates their performance in light of the established goals and objectives and approves their annual compensation. It also reviews the corporate goals and objectives established by our Executive Chairman and Chief Executive Officer relevant to the compensation of all other executive officers and all direct reports of the Executive Chairman and Chief Executive Officer. Based primarily on the evaluations and recommendations of our Executive Chairman and Chief Executive Officer of the performance of such executive officers and direct reports in light of the established goals and objectives, our Compensation Committee approves their annual compensation. It also reviews the evaluation process and compensation structure for the other members of our senior management and provides oversight regarding management's decisions concerning the performance and compensation of such members of senior management. Our Compensation Committee takes into account and considers reports of its independent compensation consultant, Pearl Meyer & Partners, LLC ("Pearl Meyer"), as to the elements of compensation among our peer group of companies (discussed under Role of Compensation Consultant) and the proportion of each component relative to the total compensation.

**ROLE OF COMPENSATION CONSULTANT**

Our Compensation Committee has engaged Pearl Meyer as its independent outside compensation consultant to provide services related to executive and non-employee director compensation. Pearl Meyer does not provide other services unless approved by our Compensation Committee. In October of 2020, Pearl Meyer provided competitive data and a market analysis, which was used by our Compensation Committee in evaluating the compensation of our Chief Executive Officer and President, as well as non-employee director compensation. Pearl Meyer assists our Compensation Committee in its evaluation of our compensation philosophy and with the development of relevant metrics used by our Compensation Committee to assure internal pay equity and market parity. It also provides compensation data and information relative to our peer group.

As required under the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, our Compensation Committee analyzed whether the services of Pearl Meyer could result in any conflicts of interest, giving consideration to the following factors:

- Pearl Meyer does not provide any services to us other than as approved by our Compensation Committee;
- The fees we paid amount to less than .5% of Pearl Meyer's total revenue for the applicable period;
- The policies and procedures of our Compensation Committee were designed to ensure independence;
- Pearl Meyer does not have any business or personal relationship with any of our executive officers or any member of our Compensation Committee; and
- Neither Pearl Meyer nor any of its consultants who provide services to our Compensation Committee own any of our stock.

Our Compensation Committee has determined that the services of Pearl Meyer, including the individual compensation advisors employed by it, have not created any conflicts of interest. On an annual basis, our Compensation Committee will continue to monitor the independence of its compensation consultant.

**PEER GROUP DEVELOPMENT**

Pearl Meyer developed a peer group of companies of comparable industry, size, and business operations for review and approval by our Compensation Committee. The peer companies were

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selected to represent companies in the household durables, leisure products, and textiles, apparel, and luxury goods industries that are within an appropriate revenue and market capitalization size range to Lifetime Brands. The peer group is composed of the following companies:

- Acushnet Holdings Corp.
- Callaway Golf Company
- Crocs, Inc.
- Delta Apparel, Inc.
- Hamilton Beach Brands Holding Co.
- Helen of Troy Limited
- JAKKS Pacific, Inc.
- Johnson Outdoors Inc.
- Lands' End, Inc.
- Libbey Inc. (privately held as of November 2020)
- Movado Group, Inc.
- Oxford Industries, Inc.
- The Buckle, Inc.
- Tupperware Brands Corp.

Our Compensation Committee believes that the companies included in the peer group are the most comparable public companies; however, most of our direct competitors are either smaller, international or privately-held. Our Compensation Committee considers the competitive data compiled by Pearl Meyer as reference points, but does not “benchmark” to specific pay levels when establishing goals and objectives relevant to our compensation policy.

### ***ELEMENTS OF COMPENSATION***

#### ***Base Salary.***

Salary is intended to compensate our executives for performance of core job responsibilities and duties.

The base salaries of Jeffrey Siegel and Robert B. Kay are fixed by employment agreements. The amount and components of aggregate compensation for comparable positions in our peer group of companies were taken into account by our Compensation Committee in determining their compensation.

In determining Mr. Siegel's base salary, our Compensation Committee took into account Mr. Siegel's long-standing executive role with us, his extensive knowledge of and experience in the housewares industry and his role in directing our growth. Our Compensation Committee views Mr. Siegel as one of the most experienced and successful executives in the housewares industry.

In determining Mr. Kay's base salary, our Compensation Committee took into account Mr. Kay's role with Filament and his role with us, his extensive knowledge of and experience in the housewares industry and his role in directing our growth. Pursuant to the terms of Mr. Kay's employment agreement, Mr. Kay's annual rate of base salary was increased from \$800,000 to \$900,000 effective March 3, 2021.

The base salaries of Daniel Siegel and Laurence Winoker are also set forth in their employment agreements, as determined by the Chief Executive Officer, in consultation with our Compensation

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Committee, taking into consideration their roles and responsibilities within the Company, as well as the amount and components of aggregate compensation for comparable positions in our peer group of companies. Pursuant to the terms of Daniel Siegel's employment agreement, Mr. Siegel's annual rate of base salary was increased from \$550,000 to \$650,000 effective January 1, 2021.

### *Changes to Salary for 2020*

In connection with certain cost reduction efforts in light of the effects of the COVID-19 pandemic on our business, our NEOs voluntarily agreed to temporary base salary reductions. The base salaries of Messrs. Kay and Jeffrey Siegel were reduced by 20%, and the base salaries of Messrs. Daniel Siegel and Winoker were reduced by 12.5%. These reductions were in effect during the period beginning on April 13, 2020 and ending on July 5, 2020. These temporary reductions did not apply to the calculation of any target annual bonus, which was calculated based on the base salary in effect prior to the reductions, and these reductions would not have impacted a NEO's severance in the event of a termination event. Additional information regarding these reductions is described in the Company's Current Report Form 8-K filed on April 8, 2020.

### *Annual Bonuses*

Annual bonuses are intended to compensate an executive for achievement of specific short-term performance goals for a specified performance period and are based on achievement of a Company performance metric and individual performance goals. Bonuses are awarded pursuant to the Company's Amended and Restated 2000 Incentive Bonus Compensation Plan (the "2000 Bonus Plan") and each executive's employment agreement. For 2020, our Compensation Committee determined that the Company performance metric applicable to annual bonuses would be based on Adjusted EBITDA (as defined below). All of our NEOs were eligible to receive annual bonuses for 2020.

Our Compensation Committee has determined that Adjusted EBITDA is an appropriate measure because the Company uses this financial measure in evaluating the Company's on-going financial results and trends. In addition, management uses this non-GAAP information as an indicator of business performance. It is also one of the measures used to calculate financial covenants required to be provided to the Company's lenders pursuant to its credit facilities. In determining to use Adjusted EBITDA as the Company performance metric, our Compensation Committee was also guided by the extent to which this metric is within the control of the respective named executive officer.

For the purpose of establishing the amount of the annual bonus payable based on Adjusted EBITDA for the NEOs, our Compensation Committee considered data provided by Pearl Meyer. Our Compensation Committee relied on our annual budget, which was approved by our Board, in establishing the thresholds, targets and maximum bonuses tied to achievement of these targets for our NEOs.

Each NEO's employment agreement provides for a target annual bonus based on Adjusted EBITDA ("Adjusted EBITDA Target Bonus") and a target annual bonus based on individual goal achievement ("Individual Goal Target Bonus").

The portion of the Adjusted EBITDA Target Bonus payable to each executive for each year (the "Annual Adjusted EBITDA Performance Bonus"), if any, is based on an Annual Adjusted EBITDA Performance Table prepared by our Compensation Committee and the annual budget reviewed and approved by the Board. If the target Adjusted EBITDA goal is achieved, the executive receives 100% of the Adjusted EBITDA Target Bonus; if threshold Adjusted EBITDA is achieved, the executive receives 50% of the executive's Adjusted EBITDA Target Bonus; and if maximum performance is

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achieved, in the case of Messrs. Kay, Jeffrey Siegel, and Winoker, the executive receives 200% of the Adjusted EBITDA Target Bonus, and in the case of Mr. Daniel Siegel, the executive receives 150% of the Adjusted EBITDA Target Bonus. Each executive is entitled to receive sliding scale percentages of the Adjusted EBITDA Target Bonus set forth in the Annual Adjusted EBITDA Performance Bonus Table based upon Adjusted EBITDA being more than the threshold Adjusted EBITDA but less than the target Adjusted EBITDA, or more than the target Adjusted EBITDA but less than the maximum Adjusted EBITDA. The Adjusted EBITDA Performance Bonus for any year will be zero if the Adjusted EBITDA achieved by the Company for such year is less than the threshold Adjusted EBITDA goal for such year, and in no event will an Annual Adjusted EBITDA Performance Bonus be more than 200% of the Adjusted EBITDA Target Bonus, in the case of Messrs. Kay, Jeffrey Siegel, and Winoker, and 150% of the Adjusted EBITDA Target Bonus in the case of Mr. Daniel Siegel.

The portion of the Individual Goal Target Bonus payable to each executive for each year (the "Annual Individual Goal Bonus"), if any, is determined based on the executive's satisfaction of individual performance objectives set by our Compensation Committee, in the case of Messrs. Kay and Jeffrey Siegel, and Mr. Kay in consultation with our Compensation Committee, in the case of Messrs. Daniel Siegel and Winoker. If each executive satisfies 100% of such objectives, he is entitled to an Annual Individual Goal Bonus equal to 100% of the Individual Goal Target Bonus. If each executive satisfies less than 100% of such objectives but at least 50% of such objectives, he is entitled to an Annual Individual Goal Bonus equal to at least 50% of the Individual Goal Target Bonus, and if he meets less than 50% of such objectives, he is not entitled to receive any Annual Individual Goal Bonus. The individual goals established for each of the NEOs for 2020 are discussed below. At the end of the 2020 fiscal year, Messrs. Kay and Jeffrey Siegel prepared written materials for our Compensation Committee with their assessments of whether their respective individual goals were achieved during the year. Our Compensation Committee reviewed these materials and assessed independently the extent to which their individual goals were achieved.

For each NEO eligible to receive an annual bonus for 2020, the weighting for both of the Adjusted EBITDA and Individual Goal components are shown in the table below.

Executive	Adjusted EBITDA Weighting as a % of Target	Individual Goals Weighting as a % of Target
Robert Kay	78%	22%
Jeffrey Siegel	75%	25%
Daniel Siegel	67%	33%
Laurence Winoker	60%	40%

As set forth in the table below, we achieved an Adjusted EBITDA of \$77.326 million for the 2020 fiscal year, which was above the target performance level of the plan of \$67.0 million but below the maximum level. Adjusted EBITDA for 2020 is equal to the Company's adjusted earnings before interest (including mark to market loss (gain) on interest rate derivatives), income taxes, depreciation, and amortization, adjusted to exclude undistributed equity in earnings of investments, non-cash charge for goodwill and other impairments, non-cash share based compensation expense, restructuring expenses (benefit), warehouse relocation expenses, and acquisition related expense, as determined by the Company and derived from the Company's audited financial statements. Adjusted EBITDA is a non-GAAP financial measure. A reconciliation of the Company's net loss (the most directly comparable GAAP measure) to Adjusted EBITDA is included in Appendix A.

Financial Metric	2020 Annual Bonus Metric and Achievement						
	Threshold Performance Level	Target Performance Level	Maximum Performance Level (D. Siegel and Winoker)	Maximum Performance Level (Kay and J. Siegel)	Actual Performance Achieved	Payout % of Adjusted EBITDA Target Bonus (Kay, J. Siegel and D. Siegel)	Payout % of Adjusted EBITDA Target Bonus (Winoker)
Adjusted EBITDA	\$ 56,280,000	\$ 67,000,000	\$ 77,720,000	\$ 88,440,000	\$ 77,326,000	148%	196%

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Mr. Kay's individual goals for 2020 included: building out a comprehensive food service offering for both smallwares and front of the house, which includes dinnerware, flatware, serve ware, glassware and other items used in the hospitality industry; expanding our food service offering globally; executing on international expansion with country managers in key markets as well as implementing a sales plan in China; achieving profitability for Lifetime Brands Europe by the end of the fiscal year; completing the rollout of the strategic thinking and results ("STAR") program (a program for line managers intended to focus business decisions based on a common framework and metrics) throughout the Company and beginning the implementation of a new process for product development, pursuant to which the Company makes new product decisions, allocates financial and human resources and determines which new products to launch; and continuing to develop our investor relations program by attending conferences, delivering presentations and establishing an investor relations message in the investor community. Our Compensation Committee evaluated Mr. Kay's achievement of his individual goals and determined that 100% of the goals were met and that, in light of Mr. Kay's exceptional performance of such goals, Mr. Kay would receive 107% of his Individual Goal Target Bonus.

Mr. Jeffrey Siegel's individual goals for 2020 included: continuing to develop the methodology to improve sales of a kitchen tool and gadget assortment; analyzing the benefits of competing for private label business in new categories and at different price points; continuing to assist divisions participating in our food service offering, in particular the dinnerware and kitchen tool and gadget divisions; and determining opportunities for sourcing cutlery and certain kitchen tools and gadgets overseas at competitive prices. Our Compensation Committee evaluated Mr. Siegel's achievement of his individual goals and determined that 100% of the goals were met and that, in light of Mr. Siegel's exceptional performance of such goals, Mr. Siegel would receive 106% of his Individual Goal Target Bonus.

Mr. Daniel Siegel's individual goals for 2020 included: achieving year-over-year growth in our core U.S. sales; relaunching the direct to consumer business; building business with certain online retailers and growing market share; and focusing on cost containment and rationalization. Our Chief Executive Officer, in consultation with our Compensation Committee, evaluated Mr. Siegel's achievement of his individual goals and determined that 100% of the goals were met, and that, in light of Mr. Siegel's exceptional performance of such goals, Mr. Siegel would receive 104% of his Individual Goal Target Bonus.

Mr. Winoker's individual goals for 2020 included: strengthening the Company's international operations and finance organization; driving focus on strong positive cash flow to reduce debt; and continuing to assist Mr. Kay in strengthening the Company's investor relations program. Our Chief Executive Officer, in consultation with our Compensation Committee, evaluated Mr. Winoker's achievement of his individual goals and determined that 100% of the goals were met, and that, in light of Mr. Winoker's exceptional performance of such goals, Mr. Winoker would receive 106% of his Individual Goal Target Bonus.

Each NEO's 2020 annual bonus is set forth in the table below.

Executive	Annual Adjusted EBITDA Performance Bonus Earned	Annual Individual Goal Bonus Earned	Total 2020 Annual Bonus	% of Target Award Earned
Robert Kay	\$1,035,373	\$214,627	\$1,250,000	138.9%
Jeffrey Siegel	\$776,530	\$185,970	\$962,500	137.5%
Daniel Siegel	\$610,131	\$214,869	\$825,000	133.3%
Laurence Winoker	\$312,090	\$112,910	\$425,000	160.0%

Equity Compensation

Equity compensation is intended to incentivize and to promote alignment between our employees and our stockholders. Additionally, performance shares reward executives if the Company achieves specified performance goals, and stock options and restricted stock incentivize retention based on the vesting period or the period during which the restrictions lapse, which generally ranges from one to four years.

Our Compensation Committee granted equity awards to Robert Kay, Jeffrey Siegel, Daniel Siegel and Laurence Winoker in connection with their entering into their respective employment agreements. In addition, each NEO generally receives an annual equity grant in connection with annual performance reviews based on an assessment of such person's individual performance and, where appropriate, the performance of such person's business unit (division), as well as our overall performance and the dilutive effect of the equity awards.

Our annual equity compensation program generally consists of a mix of 50% time-based restricted stock awards and 50% performance-based stock awards called performance shares. The performance shares provide an opportunity for shares to be earned at the end of a three-year performance period if pre-established financial goals are met. These goals have been tailored to be challenging to achieve, so as to incentivize our NEOs to maximize their performance. Net sales and adjusted EBITDA (each with a 50% weighting) were established as performance metrics for our performance share awards granted in 2018, and adjusted EBITDA was established as the performance metric for our performance share awards granted in 2019 and 2020, each with a three-year performance period. The final number of shares earned pursuant to our performance share awards granted in 2018 is dependent on the cumulative net sales and cumulative adjusted EBITDA results over the 2018 through 2020 performance period with threshold, target and maximum awards equal to 75%, 100% and 150%, respectively, of the target number of performance shares awarded on the grant date. For purposes of the performance share awards granted in 2018, "Adjusted EBITDA" is defined as our consolidated earnings before interest, taxes, depreciation, amortization, equity in earnings of investees (before local and US income taxes) and excludes, to the extent otherwise included, (including in equity in earnings of investees): all costs or charges associated with refinancings, restructurings, write-downs, impairments, closures, consolidations, divestitures, strategic initiatives and items associated with acquisitions, including, but not limited to, earn-outs and bargain purchase gains; and net sales is defined as our net sales, as presented in our annual audited consolidated financial statements. Adjusted EBITDA is a non-GAAP financial measure. A reconciliation of Adjusted EBITDA to the most directly comparable GAAP measure is included in Appendix A.

Our performance shares granted in 2018 for the three-year performance period that ended on December 31, 2020, resulted in the following percentage payouts:

<i>Performance Metrics</i>	<i>Weight</i>	<i>Target (in thousands)</i>	<i>Actual (in thousands)</i>	<i>% Target Earned</i>
Net Sales	50%	\$2,360,600	\$2,208,613	93.6%
Adjusted EBITDA	50%	\$252,600	206,915	81.9%

Actual performance share awards earned for the 2018 performance cycle are shown in the table below for each executive.

<i>Executive</i>	<i>Performance Shares Target</i>	<i>Performance Shares Earned as a % of Target</i>	<i>Actual Performance Shares Earned</i>
Robert Kay	94,000	87.7%	82,471
Jeffrey Siegel	6,000	87.7%	5,264
Daniel Siegel	4,500	87.7%	3,948
Laurence Winoker	4,500	87.7%	3,948

*Other Compensation*

We maintain a defined contribution 401(k) plan for all employees, including the NEOs. We also offer perquisites that we believe are customary and reasonable, such as Company-paid automobile expenses, and with respect to Messrs. Kay and Jeffrey Siegel, reimbursement or payment of certain insurance and professional expenses.

**ACCOUNTING AND TAX CONSIDERATIONS**

Section 162(m) of the Internal Revenue Code (the "Code") generally disallows a tax deduction to public companies for compensation in excess of \$1 million paid to any of the company's chief executive officer and certain other executive officers. Prior to the effectiveness of the 2017 Tax Cut and Jobs Act, performance-based compensation satisfying certain requirements was not subject to this deduction limitation. Effective January 1, 2018, the performance-based compensation exception is not available to public companies, except for certain limited grandfathered arrangements. We periodically review potential consequences of Section 162(m).

**POLICY REGARDING RESTATEMENTS**

We do not have a formal policy regarding adjustment or recovery of awards or payments if the relevant performance measures upon which they are based are restated or otherwise adjusted in a manner that would reduce the size of the award or payment. Under those circumstances, our Board or our Compensation Committee would evaluate whether adjustments or recoveries of awards would be appropriate based upon the facts and circumstances surrounding the restatement. We will comply with any future regulatory requirements as mandated under the Dodd-Frank Act as they become effective.

**COMPENSATION COMMITTEE REPORT**

Our Compensation Committee has reviewed and discussed the Compensation Discussion and Analysis with management. Based on this review and discussion, our Compensation Committee recommended to our Board that the Compensation Discussion and Analysis be included in our Proxy Statement.

**The Compensation Committee**

Cherrie Nanninga – Chair  
John Koegel  
Bruce G. Pollack

**COMPENSATION RISK MANAGEMENT**

The Company has reviewed its compensation policies and practices and concluded that any risks arising from the Company's policies, plans and programs are not reasonably likely to have a material adverse effect on the Company. Accordingly, no material adjustments were made to the Company's compensation policies and practices as a result of its risk profile. The Company reviewed the elements of compensation to determine whether any portion of the compensation programs encouraged excessive risk-taking and concluded:

- the allocation of compensation between cash compensation and equity compensation, combined with the vesting schedule under the equity plan, discourages short-term risk-taking; and
- the approach to goal setting, setting of targets with payouts at multiple levels of performance, capping the amount of the Company's incentive payouts, and the evaluation of performance results assist in mitigating excessive risk-taking.

To complement the existing risk-reducing features of the Company's compensation policies and practices, the Company has stock ownership guidelines and an anti-hedging policy. The Compensation Committee will continue to monitor the Company's compensation policies and practices to determine whether its risk management objectives are being met.

**COMPENSATION COMMITTEE INTERLOCKS AND INSIDER PARTICIPATION**

The members of the Compensation Committee during the 2020 fiscal year were Michael J. Jeary (until his resignation from the Board on January 27, 2020), John Koegel, Bruce G. Pollack and Cherrie Nanninga. During the 2020 fiscal year, no member of our Compensation Committee was an officer, former officer or employee of the Company or had any direct or indirect material interest in a transaction with us or in a business relationship with the Company that would require disclosure under the applicable rules of the SEC. In addition, no interlocking relationship existed between any member of our Compensation Committee, any member of our Board, or one of our executive officers, and any member of the board of directors or compensation committee of any other company.

**SUMMARY COMPENSATION TABLE**

The following table sets forth information concerning the compensation of our NEOs.

Name, Principal Position	Year	Salary (1)	Non-Equity Incentive Plan Compensation	Stock Awards (2) (3) (4)	Option Awards (2)	All Other Compensation (6)	Total
<b>Robert Kay</b> <sup>(5)</sup> Chief Executive Officer	2020	\$ 763,077	\$ 1,250,000	\$ 517,624	\$ -	\$ 21,500	\$ 2,552,201
	2019	800,000	145,500	1,339,250	691,075	28,836	3,004,661
	2018	649,231	-	1,948,800	679,650	15,280	3,292,961
<b>Jeffrey Siegel</b> Chairman of our Board, Executive Chairman	2020	667,692	962,500	537,942	-	124,005	2,292,139
	2019	990,000	200,475	1,109,000	-	123,640	2,423,115
	2018	990,000	-	156,600	-	124,005	1,270,605
<b>Daniel Siegel</b> President	2020	534,135	825,000	336,091	-	18,000	1,713,226
	2019	530,529	95,625	246,725	-	18,000	890,879
	2018	511,779	-	117,450	-	18,000	647,229
<b>Laurence Winoker</b> Senior Vice President – Finance, Treasurer, Chief Financial Officer	2020	412,740	425,000	170,568	-	12,000	1,020,308
	2019	425,000	42,234	148,880	-	12,000	628,114
	2018	425,000	-	117,450	-	12,000	554,450

**Notes:**

- (1) In 2020, each of our NEOs voluntarily took a temporary base salary reduction from April 13, 2020 through July 5, 2020 as part of the Company's cost reduction efforts in light of the effects of the COVID-19 pandemic.
- (2) Represents the aggregate grant date fair value of the awards as determined under Financial Accounting Standards Board Accounting Standards Codification Topic No. 718-20, Awards Classified as Equity, which was recognized by the Company for awards granted during 2020, 2019 and 2018. For information, including assumptions, regarding the valuation of these awards refer to Note 10 to the Company's Consolidated Financial Statements for the year ended December 31, 2020 included in the Company's Annual Report on Form 10-K for the year ended December 31, 2020, and the Company's discussion of Critical Accounting Policies and Estimates under the heading "Share-based compensation" included on page 43 of that Form 10-K.
- (3) For 2020, includes restricted stock awards granted in 2020 in respect of 2019 annual bonuses. Such awards are subject to a one-year vesting period. For 2019, includes restricted stock awards granted in 2019 in respect of 2018 annual bonuses. Such awards were subject to a one-year vesting period.
- (4) The grant date fair value of the performance share awards included in this column is the target payout based on the probable outcome of the performance-based conditions determined as of the grant date. The maximum potential payout of the stock awards would be 150% of the target shares awarded on the grant date. The maximum value of the performance share awards granted in 2020 determined as of the grant date would be as follows for each respective executive officer: Mr. Kay: \$95,400, Daniel Siegel: \$59,625, and Mr. Winoker: \$42,930.

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- (5) In March 2018, upon the consummation of the Filament Acquisition, Mr. Kay became the Company's Chief Executive Officer. Options, restricted shares and performance share awards were granted to Mr. Kay pursuant to his employment agreement.
- (6) All Other Compensation includes the following:

Name	Year	Insurance Reimbursement	Automobile Related	Professional fees	Misc.	Total All Other Compensation
Robert Kay	2020	\$ -	\$ 18,000	\$ 3,500	\$ -	\$ 21,500
	2019	-	18,000	10,836	-	28,836
	2018	-	15,280	-	-	15,280
Jeffrey Siegel	2020	100,000	24,005	-	-	124,005
	2019	100,000	23,640	-	-	123,640
	2018	100,000	24,005	-	-	124,005
Daniel Siegel	2020	-	18,000	-	-	18,000
	2019	-	18,000	-	-	18,000
	2018	-	18,000	-	-	18,000
Laurence Winoker	2020	-	12,000	-	-	12,000
	2019	-	12,000	-	-	12,000
	2018	-	12,000	-	-	12,000

### **EMPLOYMENT AGREEMENTS OF THE NEOs**

#### Robert B. Kay

During 2020, Robert B. Kay was employed by us as the Chief Executive Officer of the Company pursuant to an employment agreement with the Company, dated as of December 22, 2017, which became effective upon the closing of the Filament Acquisition on March 2, 2018 and was amended as of January 1, 2019 (the "Kay Employment Agreement").

The Kay Employment Agreement provides for a term through the third anniversary of the consummation of the Filament Acquisition, March 2, 2021, with automatic renewals for additional one-year periods unless notice of non-renewal is provided by us or Mr. Kay, an annual base salary of \$800,000 and an automobile allowance of up to \$1,500 per month. The Kay Employment Agreement further provides for the reimbursement on a one-time basis of up to \$10,000 for reasonable legal fees incurred by Mr. Kay in connection with the preparation, negotiation and execution of the Kay Employment Agreement and ancillary documents and reimbursement to Mr. Kay of up to a total of \$35,000 during any calendar year for legal, financial and other professional services. On February 1, 2021, the Kay Employment Agreement was amended, effective as of March 3, 2021, to increase Mr. Kay's annual base salary to \$900,000, to increase the \$35,000 annual limit on reimbursement for legal, financial, and other professional services to \$40,000, and to expand the expenses which may be reimbursed.

Pursuant to the Kay Employment Agreement, we granted Mr. Kay, 50,000 restricted shares and an option to purchase 150,000 shares of the Company's common stock. The restrictions on one-third of these 50,000 restricted shares terminated on March 2, 2019, and the restrictions on the remaining portion of the restricted shares terminated in equal installments on each of March 2, 2020 and March 2, 2021. The option vested as to 50,000 shares on March 2, 2019 and an additional 50,000 shares subject to the option vested on each of March 2, 2020, and March 2, 2021. Pursuant to the Kay Employment Agreement, we also granted Mr. Kay performance shares in a target amount of 50,000 shares, subject to the terms and conditions established by our Compensation Committee. The performance goals and other vesting terms applicable to these performance shares are consistent with those granted to other NEOs in respect of the performance period commencing in 2018, as described

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under Equity Compensation. The Kay Employment Agreement also provides Mr. Kay with the opportunity to receive an Annual Adjusted EBITDA Performance Bonus and an Annual Individual Goal Bonus based on certain measurable objectives as described under *Annual Bonuses*.

The Kay Employment Agreement further provides for payments to Mr. Kay upon the termination of his employment under certain circumstances, as described under *Potential Payments Upon Termination or Change of Control*.

The complete text of the Kay Employment Agreement was filed with the SEC as an exhibit to a Form 8-K filed on December 29, 2017. The complete text of the first amendment to the Kay Employment Agreement was filed with the SEC on October 15, 2019 as an exhibit to a Form 8-K, and the complete text of the second amendment to the Kay Employment Agreement was filed on February 5, 2021 as an exhibit to a Form 8-K. The Kay Employment Agreement and the amendments thereto are incorporated herein by reference and the foregoing description of such agreements is qualified in its entirety by the text of such agreements.

### Jeffrey Siegel

During 2020, Mr. Jeffrey Siegel was employed by us as Executive Chairman of the Board pursuant to an employment agreement, dated as of June 27, 2019, and subsequently amended on October 11, 2019 (as amended, the "J. Siegel Employment Agreement"), which became effective as of January 1, 2020.

Pursuant to the J. Siegel Employment Agreement, the term of Mr. Siegel's employment has been extended until December 31, 2022, unless Mr. Siegel's employment with the Company is earlier terminated in accordance with the terms of the J. Siegel Employment Agreement. During the term of the J. Siegel Employment Agreement, the Company will recommend that Mr. Siegel be nominated by the Board for re-election to the Board and be re-elected by the Board as Executive Chairman.

Under the J. Siegel Employment Agreement, Mr. Siegel's base salary will be \$700,000 for each of 2020 and 2021, and \$675,000 for 2022. The J. Siegel Employment Agreement also provides Mr. Siegel with the opportunity to receive an Annual Adjusted EBITDA Performance Bonus and an Annual Individual Goal Bonus based on certain measurable objectives as described under *Annual Bonuses*.

During the term of the J. Siegel Employment Agreement, the Company will provide Mr. Siegel with the automobile provided to him as an officer of the Company during the year ended December 31, 2019. Upon the expiration of the lease of such automobile, the Company will provide Mr. Siegel with a monthly cash payment equal to the monthly lease payment paid by the Company in respect of such automobile and reimbursement for automobile insurance premiums. The J. Siegel Employment Agreement also provides for the reimbursement of insurance premiums and certain legal, financial and other professional services up to \$100,000 during any calendar year.

The J. Siegel Employment Agreement provides for certain payments and benefits in the event that Mr. Siegel's employment is terminated under certain circumstances, as described under *Potential Payments Upon Termination or Change of Control*.

The complete text of the J. Siegel Employment Agreement was filed with the SEC as an exhibit to a Form 8-K dated June 27, 2019. The complete text of the first amendment to the J. Siegel Employment Agreement was filed with the SEC as an exhibit to a Form 8-K dated October 11, 2019. The J. Siegel Employment Agreement and the amendment thereto are incorporated herein by reference and the foregoing description of such agreements is qualified in its entirety by the text of such agreements.

Daniel Siegel

During 2020, Daniel Siegel was employed by us as our President pursuant to an employment agreement dated as of November 8, 2017, effective as of January 1, 2018 and amended as of January 1, 2019 (the "D. Siegel Employment Agreement").

The D. Siegel Employment Agreement provides that the term of Mr. Siegel's employment will be through December 31, 2020, with automatic renewals for additional one-year periods unless notice of non-renewal is provided by us or Mr. Siegel, and provides for an annual base salary of \$512,500, for the period from January 1, 2018 through June 30, 2019 and a base salary of \$550,000 for the period from July 1, 2019 through December 31, 2020. On February 1, 2021, the D. Siegel Employment Agreement was amended, effective as of January 1, 2021, to increase Mr. Siegel's annual base salary to \$650,000.

The D. Siegel Employment Agreement provides certain perquisites including an automobile allowance of \$1,500 per month. The D. Siegel Employment Agreement also entitles Mr. Siegel to receive an Annual Adjusted EBITDA Performance Bonus and an Annual Individual Goal Bonus based on certain measurable objectives as described under *Annual Bonuses*.

The D. Siegel Employment Agreement further provides for payments to Mr. Siegel upon the termination of his employment under certain circumstances as described under *Potential Payments Upon Termination or Change of Control*.

The complete text of the D. Siegel Employment Agreement, dated as of November 8, 2017, was filed with the SEC on November 9, 2017 as an exhibit to the Form 10-Q for the nine months ended September 30, 2017. The complete text of the first amendment to the D. Siegel Employment Agreement was filed with the SEC on October 15, 2019 as an exhibit to a Form 8-K, and the complete text of the second amendment to the D. Siegel Employment Agreement was filed on February 5, 2021 as an exhibit to a Form 8-K. The D. Siegel Employment Agreement and the amendments thereto are incorporated herein by reference and the foregoing description of such agreements is qualified in its entirety by the text of such agreements.

Laurence Winoker

During 2020, Laurence Winoker was employed by us as our Senior Vice-President — Finance, Treasurer and Chief Financial Officer pursuant to an employment agreement, amended and restated as of September 10, 2015 and further amended as of November 8, 2017 and January 1, 2019 (the "Winoker Amended and Restated Employment Agreement").

The Winoker Amended and Restated Employment Agreement provides for an annual base salary of \$425,000 and an Annual Adjusted EBITDA Performance Bonus and an Annual Individual Goal Bonus based on certain measurable objectives as described under *Annual Bonuses*. The Winoker Amended and Restated Employment Agreement also provides for certain perquisites including an automobile allowance of \$1,000 per month.

The Winoker Amended and Restated Employment Agreement further provides for payments to Mr. Winoker upon the termination of his employment under certain circumstances as described under *Potential Payments Upon Termination or Change of Control*.

The complete text of the Winoker Amended and Restated Employment Agreement was filed with the SEC as an exhibit to a Form 8-K dated September 16, 2015. The complete text of the first amendment to the Winoker Amended and Restated Employment Agreement was filed with the SEC on November 9, 2017 as an exhibit to the Form 10-Q for the nine months ended September 30, 2017, and the complete text of the second amendment to the Winoker Amended and Restated Employment

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Agreement was filed with the SEC on October 15, 2019 as an exhibit to a Form 8-K. The Winoker Amended and Restated Employment Agreement and the amendments to the Winoker Amended and Restated Employment Agreement are incorporated herein by reference and the foregoing description of such agreements is qualified in its entirety by the text of such agreements.

**GRANTS OF PLAN-BASED AWARDS DURING FISCAL YEAR ENDED DECEMBER 31, 2020**

The following table sets forth information regarding grants of plan-based compensation to the NEOs during 2020.

Name	Grant date	Estimated possible payouts under non-equity incentive plan awards (1)			Estimated future payouts under equity incentive plan awards (2)			All other stock awards: Number of shares of stock (#)	All other option awards: Number of securities underlying options (#)	Exercise or base price of option awards (\$)	Grant date fair value of stock and option awards (\$)
		Threshold (\$)	Target (\$)	Maximum (\$)	Threshold (#)	Target (#)	Maximum (#)				
<b>Robert Kay</b>											
Annual Incentive Plan		450,000	900,000	1,600,000							
Restricted shares	March 10, 2020							61,195 (3)			390,424
Restricted shares	June 25, 2020							10,000 (4)			63,600
Performance shares	June 25, 2020				7,500	10,000	15,000				63,600
<b>Jeffrey Siegel</b>											
Annual Incentive Plan		350,000	700,000	1,225,000							
Restricted shares	March 10, 2020							84,317 (3)			537,942
<b>Daniel Siegel</b>											
Annual Incentive Plan		309,375	618,750	825,000							
Restricted shares	March 10, 2020							40,218 (3)			256,591
Restricted shares	June 25, 2020							6,250 (4)			39,750
Performance shares	June 25, 2020				4,688	6,250	9,375				39,750
<b>Laurence Winoker</b>											
Annual Incentive Plan		132,813	265,625	425,000							
Restricted shares	March 10, 2020							17,763 (3)			113,328
Restricted shares	June 25, 2020							4,500 (4)			28,620
Performance shares	June 25, 2020				3,375	4,500	6,750				28,620

Notes:

- (1) The threshold, target and maximum payouts disclosed in the table above include the Annual Adjusted EBITDA Performance Bonus and the Annual Individual Goal Bonus for each of the Named Executive Officers.
- (2) The threshold, target and maximum performance share award amounts represent possible future payout of our common stock underlying performance share awards granted in 2020. These awards will vest based on cumulative performance of performance metrics over a three-year performance period (January 1, 2020 through December 31, 2022), with threshold, target and maximum awards equal to 75%, 100% and 150%, respectively, of the target number of performance shares granted. If the minimum performance goals are not met at the end of the three-year period, no shares will be paid pursuant to the performance share awards.
- (3) Represents restricted stock granted under the Amended and Restated 2000 Long Term Incentive Plan. The restricted stock awards were granted in respect of the 2019 annual bonuses and vest on the first anniversary of the grant date.
- (4) Represents restricted stock granted under the Amended and Restated 2000 Long Term Incentive Plan. The restricted stock vests 25% per year in four equal installments commencing on the first anniversary of the date of grant.

**OPTION EXERCISES AND STOCK VESTED DURING FISCAL YEAR ENDED DECEMBER 31, 2020**

Option Awards

Restricted Stock Awards and  
Performance Share Awards

Name	Number of shares acquired on exercise	Value realized on exercise (\$)	Number of shares acquired on vesting	Value realized on Vesting (\$)
Robert Kay	-	\$ -	53,792	\$ 334,457
Jeffrey Siegel	-	-	62,811	675,906
Daniel Siegel	-	-	24,665	145,953
Laurence Winoker	-	-	15,444	92,640

**OUTSTANDING EQUITY AWARDS HELD BY NEOs AT DECEMBER 31, 2020**

Name	Option Awards				Stock Awards			
	Number of securities underlying unexercised options (#) exercisable	Number of securities underlying unexercised options (#) unexercisable	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 (\$)	Equity Incentive Plan Awards: Number of Unearned Shares, Units or Other Rights that have not vested (#)	Equity Incentive Plan Awards: Market or Payout Value of Unearned Shares, Units or Other Rights that have not vested (\$)
<b>Robert Kay</b>								
Stock Options	100,000 (1)	50,000 (1)	13.75	March 2, 2028				
	83,333 (2)	166,667 (2)	9.21	June 27, 2029				
Restricted Shares					16,667 (3)	253,338 (4)		
					3,000 (5)	45,600 (4)		
					46,875 (6)	712,500 (4)		
					61,195 (7)	930,164 (4)		
					10,000 (8)	152,000 (4)		
Performance Shares							56,000 (9)	851,200 (4)
							38,000 (10)	577,600 (4)
							62,500 (11)	950,000 (4)
							10,000 (12)	152,000 (4)
<b>Jeffrey Siegel</b>								
Stock Options	150,000 (13)		11.73	March 3, 2021				
	30,000 (14)		11.64	April 30, 2022				
	24,000 (15)		12.79	May 6, 2023				
	100,000 (16)		18.04	March 12, 2024				
	16,000 (17)		19.10	April 29, 2024				
	75,000 (18)		16.60	January 1, 2027				
Restricted Shares					1,500 (19)	22,800 (4)		
					3,000 (5)	45,600 (4)		
					66,667 (20)	1,013,338 (4)		
					84,317 (7)	1,281,618 (4)		
Performance Shares							6,000 (9)	91,200 (4)
<b>Daniel Siegel</b>								
Stock Options	10,000 (14)		11.64	April 30, 2022				
	16,000 (15)		12.79	May 6, 2023				
	16,000 (17)		19.10	April 29, 2024				
Restricted Shares					1,500 (19)	22,800 (4)		
					2,250 (5)	34,200 (4)		
					4,688 (6)	71,258 (4)		
					40,218 (7)	611,314 (4)		
					6,250 (8)	95,000 (4)		
Performance Shares							4,500 (9)	68,400 (4)
							6,250 (11)	95,000 (4)
							6,250 (12)	95,000 (4)

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Name	Option Awards				Stock Awards			
	Number of securities underlying unexercised options (#) exercisable	Number of securities underlying unexercised options (#) unexercisable	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 (\$)	Equity Incentive Plan Awards: Number of Unearned Shares, Units or Other Rights that have not vested (#)	Equity Incentive Plan Awards: Market or Payout Value of Unearned Shares, Units or Other Rights that have not vested (\$)
<b>Laurence Winoker</b>								
Stock Options	10,000 (21)		10.79	June 15, 2021				
	10,000 (14)		11.64	April 30, 2022				
	8,000 (15)		12.79	May 6, 2023				
	8,000 (17)		19.10	April 29, 2024				
Restricted Shares					1,000 (19)	15,200 (4)		
					2,250 (5)	34,200 (4)		
					3,000 (6)	45,600 (4)		
					17,763 (7)	269,998 (4)		
					4,500 (8)	68,400 (4)		
Performance Shares							4,500 (9)	68,400 (4)
							4,000 (11)	68,800 (4)
							4,500 (12)	68,400 (4)

Notes:

- (1) This option was granted on March 2, 2018 and vests 33% a year in three equal annual installments commencing on the first anniversary of the date of grant.
- (2) This option was granted on June 27, 2019 and vests 33% a year in three equal annual installments commencing on the first anniversary of the date of grant.
- (3) These restricted shares were granted on March 2, 2018 and vests 33% a year in three equal annual installments commencing on the first anniversary of the date of grant.
- (4) Calculated using a price per share of \$15.20, the closing market price of the Company's common stock as reported by the Nasdaq Stock Market on December 31, 2020, the end of the Company's last completed fiscal year.
- (5) These restricted shares were granted on June 28, 2018 and vests 25% per year in four equal annual installments commencing on the first anniversary of the date of grant.
- (6) These restricted shares were granted on June 27, 2019 and vest 25% per year in four equal annual installments commencing on the first anniversary of the date of grant.
- (7) These restricted shares were granted on March 10, 2020 and vest on the first anniversary of the date of grant. These restricted shares were granted in respect of 2019 annual bonuses.
- (8) These restricted shares were granted on June 25, 2020 and vest 25% per year in four equal annual installments commencing on the first anniversary of the date of grant.
- (9) These performance share awards were granted on June 28, 2018. These awards vested as of December 31, 2020 based upon the achievement of performance measures over a three-year performance period (January 1, 2018 through December 31, 2020), with threshold, target and maximum awards equal to 75%, 100% and 150%, respectively, of the target number of performance shares granted. The number of shares reflected assumes the target level of performance achievement which would result in the performance share awards vesting at 100% of the target. The actual number of shares earned by Mr. Kay, Jeffrey Siegel, Daniel Siegel and Mr. Winoker were 49,132, 5,264, 3,948 and 3,948, respectively.
- (10) These performance share awards were granted on August 8, 2018. These awards vested as of December 31, 2020 based upon the achievement of performance measures over a three-year performance period (January 1, 2018 through December 31, 2020), with threshold, target and maximum awards equal to 75%, 100% and 150%, respectively, of the target number of performance shares granted. The number of shares reflected assumes the target level of performance achievement which would result in the performance share awards vesting at 100% of the target. The actual number of shares earned by Mr. Kay was 33,339.
- (11) These performance share awards were granted on June 27, 2019. These awards will vest upon the achievement of performance measures over a three-year performance period (January 1, 2019 through December 31, 2021), with threshold, target and maximum awards equal to 75%, 100% and 150%, respectively, of the target number of performance shares granted. The number of shares reflected assumes

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- the target level of performance achievement which would result in the performance share awards vesting at 100% of the target.
- (12) These performance share awards were granted on June 25, 2020. These awards vest upon the achievement of performance measures over a three-year performance period (January 1, 2020 through December 31, 2022), with threshold, target and maximum awards equal to 75%, 100% and 150%, respectively, of the target number of performance shares granted. The number of shares reflected above assumes the target level of performance achievement which would result in the performance share awards vesting at 100% of the target.
- (13) This option was granted on March 4, 2011 and vested 33% a year in three equal annual installments on each of December 31, 2011, 2012 and 2013.
- (14) This option was granted on May 1, 2012 and vested 25% a year in four equal annual installments commencing on the first anniversary of the date of grant.
- (15) This option was granted on May 7, 2013 and vested 25% a year in four equal annual installments commencing on the first anniversary of the date of grant.
- (16) This option was granted on March 13, 2014 and vested 33% a year in three equal annual installments commencing on December 31, 2014.
- (17) This option was granted on April 30, 2014 and vested 25% a year in four equal annual installments commencing on the first anniversary of the date of grant.
- (18) This option was granted on January 12, 2017 and vested 33% a year in three equal annual installments on each of December 31, 2017, 2018 and 2019.
- (19) These restricted shares were granted on June 22, 2017 and vest 25% per year in four equal annual installments commencing on the first anniversary of the date of grant.
- (20) These restricted shares were granted on June 27, 2019 and vest in three equal installments on each of December 31, 2020, December 31, 2021 and December 31, 2022.
- (21) This option was granted on June 16, 2011 and vested 25% a year in four equal annual installments commencing on the first anniversary of the date of grant.

**POTENTIAL PAYMENTS UPON TERMINATION OR CHANGE OF CONTROL**

The employment agreements that we have entered into with each of the NEOs require us to make certain payments to these individuals in the event of a termination of their employment or a change of control of the Company. We believe that the arrangements with respect to a change of control are appropriate to allow the NEOs to focus on our interests in a change of control situation without distractions relating to their employment. Notwithstanding provisions contained in the respective NEO's employment agreement, all equity awards are subject to the provisions of the Amended and Restated 2000 Long-Term Incentive Plan, as amended and restated from time to time (the "LTIP").

The following table shows estimated payments that would have been made to each of our NEOs pursuant to their employment agreements and outstanding equity award agreements as of December 31, 2020 under various scenarios involving a termination of employment or a change of control of the Company, assuming that each individual's employment was terminated or a change of control of the Company had occurred on December 31, 2020 and using the closing market price of our common stock as of December 31, 2020:

<b>Upon Termination as a Result of a Disability</b>				
<i>Payment</i>	<i>Robert Kay</i>	<i>Jeffrey Siegel</i>	<i>Daniel Siegel</i>	<i>Laurence Winoker</i>
Cash severance	\$400,000	\$4,200,000	\$275,000	\$212,500
Awarded but unpaid bonus	\$1,250,000	\$962,500	\$825,000	\$425,000
Options (intrinsic value)	-	-	-	-
Restricted shares (intrinsic value)	-	\$2,363,356	-	-
Accrued salary	-	-	-	-
Accrued vacation	\$184,615	\$215,385	\$21,154	\$16,346
Unreimbursed expenses	\$2,000	-	-	-
<b>TOTAL</b>	<b>\$1,836,615</b>	<b>\$7,741,241</b>	<b>\$1,121,154</b>	<b>\$653,846</b>

<b>Upon Termination as a Result of a Death</b>				
<i>Payment</i>	<i>Robert Kay</i>	<i>Jeffrey Siegel</i>	<i>Daniel Siegel</i>	<i>Laurence Winoker</i>
Cash severance	-	\$4,200,000	-	-
Awarded but unpaid bonus	\$1,250,000	\$962,500	\$825,000	\$425,000
Options (intrinsic value)	-	-	-	-
Restricted shares (intrinsic value)	-	\$2,363,356	-	-
Accrued salary	-	-	-	-
Accrued vacation	\$184,615	\$215,385	\$21,154	\$16,346
Unreimbursed expenses	\$2,000	-	-	-
<b>TOTAL</b>	<b>\$ 1,436,615</b>	<b>\$7,741,241</b>	<b>\$846,154</b>	<b>\$441,346</b>

**Upon Termination by the Company for Cause or by the Executive Without Good Reason**

<i>Payment</i>	<i>Robert Kay</i>	<i>Jeffrey Siegel</i>	<i>Daniel Siegel</i>	<i>Laurence Winoker</i>
Awarded but unpaid bonus	-	-	-	\$425,000
Accrued salary	-	-	-	-
Accrued vacation	\$184,615	\$215,385	\$21,154	\$16,346
Unreimbursed expenses	\$2,000	-	-	-
<b>TOTAL</b>	<b>\$186,615</b>	<b>\$215,385</b>	<b>\$21,154</b>	<b>\$441,346</b>

**Upon Termination as a Result of a Change of Control of the Company by the Company without Cause or by the Executive for Good Reason**

<i>Payment</i>	<i>Robert Kay</i>	<i>Jeffrey Siegel</i>	<i>Daniel Siegel</i>	<i>Laurence Winoker</i>
Cash severance	\$3,400,000	\$4,200,000	\$2,337,500	\$1,381,250
Awarded but unpaid bonus	\$1,250,000	\$962,500	\$825,000	\$425,000
Options (intrinsic value)	\$1,070,835	-	-	-
Restricted shares and performance shares (intrinsic value) (1)	\$4,624,402	\$2,454,556	\$1,092,972	\$630,998
Health benefits	\$6,869	\$9,688	\$12,252	\$8,900
Accrued salary	-	-	-	-
Accrued vacation	\$184,615	\$215,385	\$21,154	\$16,346
Unreimbursed expenses	\$2,000	-	-	-
<b>TOTAL</b>	<b>\$10,538,721</b>	<b>\$7,842,129</b>	<b>\$4,288,878</b>	<b>\$2,462,494</b>

**Upon All Other Termination by the Company or by the Executive for Good Reason**

<i>Payment</i>	<i>Robert Kay (2)</i>	<i>Jeffrey Siegel (3)</i>	<i>Daniel Siegel (4)</i>	<i>Laurence Winoker (5)</i>
Cash severance	\$3,400,000	\$ 4,200,000	\$2,337,500	\$1,381,250
Awarded but unpaid bonus	\$1,250,000	\$962,500	\$825,000	\$425,000
Options (intrinsic value)	\$1,070,835	-	-	-
Restricted shares (intrinsic value)	\$2,093,602	\$2,363,356	\$834,572	\$433,398
Health benefits	\$6,869	\$9,688	\$12,252	\$8,900
Accrued salary	-	-	-	-
Accrued vacation	\$184,615	\$215,385	\$21,154	\$16,346
Unreimbursed expenses	\$2,000	-	-	-
<b>TOTAL</b>	<b>\$8,007,921</b>	<b>\$ 7,750,929</b>	<b>\$4,030,478</b>	<b>\$2,264,894</b>

*Notes:*

- (1) Includes the vesting at target value of performance shares with open performance periods as of December 31, 2020, which would vest in the event of such termination within 24 months following a Change of Control.

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- (2) \$800,000 of such cash severance amount would be payable to Mr. Kay pursuant to his current employment agreement if his employment was terminated by non-renewal upon the expiration of the term of his employment under his employment agreement.
- (3) \$1,470,833 of such cash severance amount would be payable to Mr. Siegel pursuant to his employment agreement if his employment was terminated by non-renewal upon the expiration of the term of his employment under his employment agreement.
- (4) \$550,000 of such cash severance amount would be payable to Mr. Siegel pursuant to his employment agreement if his employment was terminated by non-renewal upon expiration of the term of his employment under his employment agreement.
- (5) \$425,000 of such cash severance amount would be payable to Mr. Winoker pursuant to his employment agreement if his employment was terminated by non-renewal upon expiration of the term of his employment under his employment agreement.

## Robert B. Kay

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The Kay Employment Agreement contains the following provisions regarding the termination of Mr. Kay's employment and a change of control of the Company.

### Termination for Cause; Resignation Without Good Reason

If Mr. Kay's employment is terminated by us for Cause or if Mr. Kay resigns other than for Good Reason (in each case, as defined by the Kay Employment Agreement), Mr. Kay will be entitled to be paid the following amounts (collectively, the "Kay Accrued Obligations"):

- His base salary accrued up to and including the date of termination or resignation of his employment;
- An amount in lieu of any accrued but unused vacation time;
- The amount of any unreimbursed expenses; and
- All benefits that are accrued and vested through the date of termination under all employee benefit plans of the Company.

### Death

If Mr. Kay's employment terminates on account of his death, then Mr. Kay's estate will receive the Kay Accrued Obligations plus any Pro-Rated Performance Bonus accrued through the date of his termination of employment. The "Pro-Rated Performance Bonus" for a particular fiscal year is the amount equal to the Annual Adjusted EBITDA Performance Bonus for the fiscal year that would have been payable to Mr. Kay, if his employment had not terminated during the year, pro-rated for the months during the year preceding the termination.

### Termination Due to Disability

If Mr. Kay's employment terminates on account of Total Disability (as defined by the Kay Employment Agreement), then in addition to the Kay Accrued Obligations, Mr. Kay will receive, conditioned on his execution and non-revocation of a release of claims against the Company, continued payments of base salary for six months following his termination of employment (except that payment will be made in a lump sum if Mr. Kay's termination due to Total Disability occurs within two years following a "Change of Control", as defined by the Kay Employment Agreement) and any Pro-Rated Performance Bonus (as defined above) accrued through the date of his termination.

### Termination by the Company without Cause; Resignation by the Executive for Good Reason

If Mr. Kay's employment is terminated (i) by us without Cause or (ii) by Mr. Kay for Good Reason, in each case outside of the context of a Change of Control, then in addition to the Kay Accrued Obligations, Mr. Kay will receive, conditioned on his execution and non-revocation of a release of all claims against the Company:

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- Reimbursement for certain medical and dental expenses set forth in the Kay Employment Agreement for a period of 12 months;
- 2.0 times Mr. Kay's base salary as in effect at the date of termination payable over a period of 24 months following the date of termination;
- The Pro-Rated Performance Bonus for the fiscal year in which termination occurs, payable at the same time as the performance bonus for such fiscal year would otherwise have been paid;
- 2.0 times an amount equal to 112.5% of Mr. Kay's annual base salary in effect at the time of termination (such amount, the "Kay Target Bonus") payable within 60 days following the termination date; and
- Mr. Kay's then-outstanding stock options will immediately vest and become exercisable in their entirety and all restrictions on his shares of restricted stock will immediately terminate, subject to the terms of the LTIP.

### Termination upon Expiration of Term

If Mr. Kay's employment is terminated by reason of our failure to renew his employment agreement, outside the context of a Change of Control, then in addition to the Kay Accrued Obligations, Mr. Kay will receive, conditioned upon his execution and non-revocation of a release of all claims against the Company:

- Reimbursement for certain medical and dental benefits set forth in the Kay Employment Agreement for a period of 12 months;
- 1.0 times Mr. Kay's base salary as in effect at the date of termination payable over a period of 12 months following the date of termination;
- The Annual Adjusted EBITDA Performance Bonus for the fiscal year in which termination occurs, payable at the same time as the Annual Adjusted EBITDA Performance Bonus for such fiscal year would otherwise have been paid; and
- Mr. Kay's then-outstanding stock options will immediately vest and become exercisable in their entirety and all restrictions on his shares of restricted stock will immediately terminate, subject to the terms of the LTIP.

### Termination by the Company without Cause or on account of Non-Renewal, Resignation by the Executive for Good Reason in Connection with Certain Changes of Control

If Mr. Kay's employment is terminated by Mr. Kay for Good Reason or by us without Cause or by us upon expiration of the term following delivery of a notice of non-renewal, in each case upon or within two years following a Change of Control, then in addition to the Kay Accrued Obligations, Mr. Kay will receive, conditioned upon his execution and non-revocation of a release of all claims against the Company:

- Reimbursement for certain medical and dental benefits set forth in the Kay Employment Agreement for a period of 12 months;
- 2.0 times Mr. Kay's annual base salary in effect at the effective date of the Change of Control, or if greater, 2.0 times his annual base salary in effect as of his termination of employment payable in a lump sum within 60 days following the date of termination;
- The Pro-Rated Performance Bonus for the fiscal year in which termination occurs, payable at the same time as the Annual Adjusted EBITDA Performance Bonus for such fiscal year would otherwise have been paid;
- 2.0 times the Kay Target Bonus, using the greater of Mr. Kay's base salary in effect at the time of termination and base salary in effect at the time of the Change of Control, payable in a lump sum within 60 days following the date of termination; and
- Mr. Kay's then-outstanding stock options will vest and become immediately exercisable and all restrictions on his shares of restricted stock will immediately terminate, subject to the terms of the LTIP.

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If Mr. Kay's employment is terminated by Mr. Kay for Good Reason or by us without Cause or upon expiration of the term following delivery of a notice of non-renewal, and in each case, within 90 days following such termination, a Change of Control occurs, then Mr. Kay will be entitled to receive a payment equal to the excess of the base salary severance payments that would have been due to him had he been terminated within two years following a Change of Control, less the amount of base salary severance payments already paid to him. Additionally, in the event that termination is on account of our delivery of a notice of non-renewal, Mr. Kay will be entitled to receive two times the Kay Target Bonus, and both amounts are payable within 60 days following the Change of Control.

If all or any portion of the payments and benefits would constitute a "parachute payment" within the meaning of Section 280G of the Code (or a similar or successor provision), we will reduce such payments to the extent necessary so that (i) no portion thereof will be subject to the excise tax imposed by Section 4999 of the Code (or a similar or successor provision) and (ii) by reason of such reduction, the net after-tax benefit to Mr. Kay will exceed the net after-tax benefit to him if such reduction were not made.

## Jeffrey Siegel

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The J. Siegel Employment Agreement contains the following provisions regarding the termination of Mr. Siegel's employment and a change of control of the Company.

### Termination for Cause; Resignation without Good Reason

If Mr. Siegel's employment is terminated by us for Cause or if Mr. Siegel resigns other than for Good Reason (as such terms are defined in the J. Siegel Employment Agreement), Mr. Siegel will be entitled to be paid the following amounts (collectively, the "J. Siegel Accrued Obligations"):

- His base salary accrued up to and including the date of termination or resignation of his employment;
- An amount in lieu of any accrued but unused vacation time; and
- The amount of any unreimbursed expenses.

Mr. Siegel will also be entitled to exercise any then-outstanding stock options granted to Mr. Siegel that vested on or prior to such termination or resignation of employment.

### Termination by the Company without Cause; Resignation by the Executive for Good Reason; Termination due to Disability; Death

If Mr. Siegel's employment is terminated (i) by us for any reason other than Cause, (ii) by Mr. Siegel for Good Reason, (iii) by us or Mr. Siegel due to Mr. Siegel's Disability (as defined in the J. Siegel Employment Agreement) or (iv) by reason of Mr. Siegel's death (collectively, a "Siegel Involuntary Termination"), Mr. Siegel will be entitled to payment of the J. Siegel Accrued Obligations, and subject to Mr. Siegel's execution and non-revocation of a release of claims against the Company (except in the case of death), he will receive the following severance payments (the "J. Siegel Severance Payments"):

- 3.0 times Mr. Siegel's base salary in effect at the time of termination (or, if such payment is made in connection with a Change of Control, the greater of base salary in effect at the time of termination or the base salary amount as specified under the J. Siegel Employment Agreement);
- 3.0 times Mr. Siegel's target bonus (which is equal to 100% of his base salary in effect for the year in which the termination occurs); and
- An amount equal to the Annual Adjusted EBITDA Performance Bonus for the fiscal year in which termination occurs that would have been payable to Mr. Siegel if his employment had not terminated during the year; provided that, if such Involuntary Termination occurs on or prior to June 30 of a fiscal year, such amount shall be pro-rated for the months during the year up to and including the month of termination.

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The payments described above will be made in a lump sum within 60 days of termination, except for the payment in respect of Mr. Siegel's Annual Adjusted EBITDA Performance Bonus, which will be paid in the calendar year following termination. In addition, to the extent permitted by the applicable plans, Mr. Siegel will continue to participate, at our expense, in our health and medical plans and in any other benefits provided by us to Mr. Siegel at the time of such Involuntary Termination until the end of the term of his employment under the J. Siegel Employment Agreement or until Mr. Siegel obtains other employment, whichever occurs first. All of Mr. Siegel's then outstanding stock options will be immediately vested and exercisable and the restrictions on his restricted stock will immediately terminate, to the extent permitted under the LTIP.

Solely in the event Mr. Siegel's employment is terminated on account of his death or Disability, then in addition to the payments and benefits described above, he will also be eligible to receive any death or disability benefits (as applicable) that are provided under the terms of any pension, medical, disability and life insurance plan applicable to Mr. Siegel.

### Termination upon Expiration of Term

If Mr. Siegel's employment is terminated by reason of the expiration of the term of his employment under the J. Siegel Employment Agreement, Mr. Siegel will be entitled to payment of the J. Siegel Accrued Obligations. In addition, and subject to Mr. Siegel's execution and non-revocation of a release of claims against the Company, Mr. Siegel will be entitled to the following severance payments and benefits:

- 1.0 times the average base salary provided to Mr. Siegel under the J. Siegel Employment Agreement for each of 2020, 2021, and 2022; and
- 1.0 times the average of the annual bonuses provided to Mr. Siegel under the J. Siegel Employment Agreement for each of 2020, 2021 and 2022.

Both payments will be paid in a lump sum no later than March 15, 2023. In addition, all of Mr. Siegel's then-outstanding stock options will be immediately vested and exercisable and the restrictions on his restricted stock will immediately terminate.

### Continuation of Life Insurance

If Mr. Siegel's employment is terminated for any reason other than by reason of his death, Mr. Siegel will have the right to assume the life insurance policies in his name owned by the Company.

### Section 280G

If Mr. Siegel receives the J. Siegel Severance Payments in connection with change of control of the Company and all or any portion of the payments and benefits would constitute a "parachute payment" within the meaning of Section 280G of the Code (or a similar or successor provision), we will reduce such payments to the extent necessary so that (i) no portion thereof will be subject to the excise tax imposed by Section 4999 of the Code (or a similar or successor provision); and (ii) by reason of such reduction, the net after-tax benefit to Mr. Siegel will exceed the net after-tax benefit to him if such reduction were not made.

## Daniel Siegel

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The D. Siegel Employment Agreement contains the following terms regarding the termination of Mr. Siegel's employment and a change of control of the Company.

Termination for Cause; Resignation without Good Reason

If Mr. Siegel's employment is terminated by us for Cause or by Mr. Siegel without Good Reason (in each case, as defined by the D. Siegel Employment Agreement), Mr. Siegel will be entitled to be paid the following amounts (collectively, "D. Siegel Accrued Obligations"):

- His base salary for the period accrued up to and including the date of termination of his employment;
- An amount in lieu of any accrued but unused vacation time;
- The amount of any unreimbursed expenses; and
- All benefits that are accrued and vested through the date of termination under all employee benefit plans of the Company.

Death

If Mr. Siegel's employment terminates on account of his death, then Mr. Siegel's estate will receive the D. Siegel Accrued Obligations plus any Pro-Rated Performance Bonus accrued through the date of his termination of employment. The "Pro-Rated Performance Bonus" for a particular fiscal year is the amount equal to the Annual Adjusted EBITDA Performance Bonus for the fiscal year that would have been payable to Mr. Siegel, if his employment had not terminated during the year, pro-rated for the months during the year preceding the termination.

Termination Due to Disability

If Mr. Siegel's employment terminates on account of Total Disability (as defined by the D. Siegel Employment Agreement), then in addition to the D. Siegel Accrued Obligations, Mr. Siegel will receive, conditioned upon his execution and non-revocation of an effective release of all claims against the Company, continued payments of base salary for six months following his termination of employment (except that payment will be made in a lump sum if Mr. Siegel's termination due to Total Disability occurs within two years following a Change of Control, as defined by the D. Siegel Employment Agreement) and any Pro-Rated Performance Bonus accrued through the date of his termination.

Termination by the Company without Cause; Resignation by the Executive for Good Reason

If (i) Mr. Siegel's employment is terminated by us without Cause, or (ii) Mr. Siegel's employment is terminated by Mr. Siegel for Good Reason, in each case outside of the context of a Change of Control, then in addition to the D. Siegel Accrued Obligations, Mr. Siegel will receive, conditioned upon his execution and non-revocation of a release of all claims against the Company:

- Certain medical and dental benefits set forth in the D. Siegel Employment Agreement for a period of 12 months;
- 2.0 times Mr. Siegel's base salary as in effect at the date of termination payable over a period of 24 months following the date of termination;
- The Pro-Rated Performance Bonus for the fiscal year in which the termination occurs, payable at the same time as the Performance Bonus for such fiscal year would otherwise have been paid;
- 2.0 times an amount equal to 112.5% of Mr. Siegel's annual base salary in effect at the time of termination (such amount, the "D. Siegel Target Bonus") payable within 60 days following termination; and
- Mr. Siegel's then-outstanding stock options will immediately vest and become exercisable in their entirety and all restrictions on his shares of restricted stock will immediately terminate, subject to the terms of the LTIP.

Termination upon Expiration of Term

If Mr. Siegel's employment is terminated by reason of our failure to renew the term of his employment under his employment agreement, then in addition to the D. Siegel Accrued Obligations, Mr. Siegel will be entitled to receive, conditioned on his execution and non-revocation of a release of all claims against the Company:

- Certain medical and dental benefits set forth in the D. Siegel Employment Agreement for a period of 12 months;

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- 1.0 times Mr. Siegel's base salary as in effect at the date of termination payable over a period of 12 months following the date of termination;
- The Annual Adjusted EBITDA Performance Bonus for the fiscal year in which termination occurs; and
- Mr. Siegel's then-outstanding stock options will immediately vest and become exercisable in their entirety and all restrictions on his shares of restricted stock will immediately terminate, subject to the terms of the LTIP.

### Termination by the Company without Cause or on Account of Non-Renewal in Connection with Certain Changes of Control, Resignation by the Executive for Good Reason in Connection with Certain Changes of Control

If Mr. Siegel's employment is terminated by Mr. Siegel for Good Reason or by us without Cause or upon expiration of the term following our delivery of a notice of non-renewal, in each case upon or within two years following a Change of Control, then in addition to the D. Siegel Accrued Obligations, Mr. Siegel will be entitled to receive, conditioned on his execution and non-revocation of a release of all claims against the Company:

- Certain medical and dental benefits set forth in his employment agreement for a period of 12 months;
- 2.0 times his annual base salary in effect at the effective date of the Change of Control, or if greater, 2.0 times his annual base salary in effect as of his termination of employment, payable in a lump sum within 60 days following termination;
- The Pro-Rated Performance Bonus for the fiscal year in which termination occurs, payable at the same time as the Annual Adjusted EBITDA Performance Bonus for such fiscal year would otherwise have been paid;
- 2.0 times the D. Siegel Target Bonus, using the greater of Mr. Siegel's base salary in effect at the time of termination and base salary in effect at the time of the Change of Control, payable in a lump sum within 60 days following termination; and
- All of Mr. Siegel's then-outstanding stock options will vest and become immediately exercisable and all restrictions on his shares of restricted stock granted will immediately terminate, subject to the terms of the LTIP.

If Mr. Siegel's employment is terminated by Mr. Siegel for Good Reason or by us without Cause or upon expiration of the term following our delivery of a notice of non-renewal, and in each case, within 90 days following such termination, a Change of Control occurs, then Mr. Siegel will be entitled to receive a payment equal to the excess of the base salary severance payments that would have been due to him had he been terminated within two years following a Change of Control, less the amount of base salary severance payments already paid to him. Additionally, in the event that termination is on account of our delivery of a notice of non-renewal, Mr. Siegel will be entitled to receive two times the D. Siegel Target Bonus, payable within 60 days following the Change of Control.

If all or any portion of the payments and benefits would constitute a "parachute payment" within the meaning of Section 280G of the Code (or a similar or successor provision), we will reduce such payments to the extent necessary so that (i) no portion thereof will be subject to the excise tax imposed by Section 4999 of the Code (or a similar or successor provision) and (ii) by reason of such reduction, the net after-tax benefit to Mr. Siegel will exceed the net after-tax benefit to him if such reduction were not made.

Laurence Winoker

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The Winoker Employment Agreement contains the following terms regarding the termination of his employment and a change of control of the Company.

Termination for Cause; Resignation Without Good Reason

If Mr. Winoker's employment is terminated by us for Cause or by Mr. Winoker without Good Reason (in each case, as defined by the Winoker Employment Agreement), Mr. Winoker will be entitled to the following (collectively, the "Winoker Accrued Obligations"):

- His base salary accrued up to and including the date of termination of his employment;
- An amount in lieu of any accrued but unused vacation time;
- Any accrued but unpaid bonus;
- The amount of any unreimbursed expenses; and
- Any vested rights that Mr. Winoker may have pursuant to any insurance or other death benefit, bonus, retirement, or stock award plans or arrangements of the Company or any other employee benefit program.

Death

If Mr. Winoker's employment is terminated by reason of Mr. Winoker's death, then Mr. Winoker's estate will receive the Winoker Accrued Obligations. In addition, if Mr. Winoker's employment is terminated prior to December 1 of any year, Mr. Winoker's estate will receive any Pro-Rated Adjusted EBITDA Performance Bonus accrued through the date of termination of employment. The "Pro-Rated Adjusted EBITDA Performance Bonus" for a particular fiscal year is the amount equal to the Adjusted EBITDA Performance Bonus for the fiscal year that would have been payable to Mr. Winoker by the Company, as determined by the Board, if Mr. Winoker's employment had not terminated during the year, pro-rated for the months during the year preceding the termination.

Termination Due to Disability

If Mr. Winoker's employment is terminated on account of Total Disability (as defined by the Winoker Employment Agreement), then in addition to the Winoker Accrued Obligations, Mr. Winoker will receive, conditioned on his execution and non-revocation of a release of all claims against the Company, continued payments of his base salary for a period of six months following the date of termination, and if such termination occurs prior to December 1, the Pro-Rated Adjusted EBITDA Performance Bonus for the year of termination.

Termination by the Company without Cause, Resignation by the Executive for Good Reason

If (i) Mr. Winoker's employment is terminated by us without Cause, or (ii) Mr. Winoker's employment is terminated by Mr. Winoker for Good Reason, in each case outside of the context of a Change of Control (as defined by the Winoker Amended and Restated Employment Agreement), then in addition to the Accrued Obligations, Mr. Winoker will be entitled to receive, conditioned on his execution and non-revocation of a release of all claims against the Company:

- Certain medical and dental benefits set forth in Winoker Amended and Restated Employment Agreement for a period of 12 months;
- 2.0 times Mr. Winoker's base salary as in effect at the date of termination payable over a period of 24 months from the date of termination;
- The Pro-Rated Annual Bonus for the fiscal year in which termination occurs, payable at the same time as the Performance Bonus for such fiscal year would otherwise have been paid. The "Pro-Rated Annual Bonus" for a particular fiscal year is the amount equal to the annual bonus for the fiscal year that would have been payable to Mr. Winoker by the Company, as determined by the Board, if Mr. Winoker's employment had not terminated during the year, pro-rated for the months during the year preceding the termination; and
- 2.0 times an amount equal to 62.5% of Mr. Winoker's annual base salary in effect at the time of termination (such amount, the "Winoker Target Bonus"), payable within 60 days following termination.

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Mr. Winoker's then-outstanding stock options will immediately vest and become exercisable in their entirety and all restrictions on his shares of restricted stock will immediately terminate, subject to the terms of the LTIP.

### Termination Upon Expiration of Term

If Mr. Winoker's employment is terminated by reason of our failure to renew the Winoker Amended and Restated Employment Agreement, outside the context of a Change of Control, then in addition to the Accrued Obligations, Mr. Winoker will receive, conditioned on his execution and non-revocation of a release of all claims against the Company:

- Reimbursement for certain medical and dental benefits set forth in the Winoker Amended and Restated Employment Agreement for a period of 12 months;
- An amount equal to Mr. Winoker's base salary as in effect upon termination, payable over a period of 12 months from the date of termination; and
- The annual bonus for the fiscal year in which the effective date of the termination occurs, payable at the same time as the annual bonus for such fiscal year would otherwise have been paid.

Mr. Winoker's then-outstanding stock options will immediately vest and become exercisable and all restrictions on shares of restricted stock granted by us to Mr. Winoker will immediately terminate, subject to the terms of the LTIP.

### Termination by the Company without Cause or on Account of Non-Renewal, Resignation by the Executive for Good Reason in Connection with Certain Changes of Control

If, during the term of Mr. Winoker's employment, Mr. Winoker is terminated by the Company without Cause, Mr. Winoker voluntarily terminates his employment for Good Reason, or Mr. Winoker's employment terminates upon expiration of the term following a notice of non-renewal provided by us, in each case upon or within two years following a Change of Control, then in addition to the Winoker Accrued Obligations, Mr. Winoker will be entitled to receive, conditioned upon his execution and non-revocation of a release of all claims against the Company:

- Reimbursement for certain medical and dental benefits set forth in the Winoker Amended and Restated Employment Agreement for a period of 12 months.
- A cash payment equal to 200% of Mr. Winoker's base salary in effect at the effective date of the Change of Control or if greater, 200% of Mr. Winoker's base salary in effect at the effective date of termination, payable in a lump sum within 60 days following termination;
- The Pro-Rated Performance Bonus for the fiscal year in which termination occurs, payable at the same time as the annual bonus for such fiscal year would otherwise have been paid; and
- 2.0 times the Winoker Target Bonus, using the greater of Mr. Winoker's annual base salary in effect at the time of termination and annual base salary in effect at the time of the Change of Control, payable in a lump sum within 60 days following termination.

All of Mr. Winoker's then-outstanding stock options will vest and become immediately exercisable and all restrictions on his shares of restricted stock will immediately terminate, subject to the terms of the LTIP.

In the event that Mr. Winoker's employment is terminated by Mr. Winoker for Good Reason or by us without Cause or upon expiration of the term following delivery of a notice of non-renewal provided by us, and in each case, within 90 days of the termination, we execute a definitive agreement to enter into a transaction the consummation of which would result in a Change of Control and such transaction is actually consummated, then Mr. Winoker will be entitled to receive a payment equal to the excess of the base salary severance payments that would have been due to him had he been terminated within two years following a Change of Control, less the amount of base salary severance payments already paid to him. Additionally, in the event that termination is on account of our delivery of a notice of non-renewal, Mr. Winoker will be entitled to receive two times the Winoker Target Bonus within 60 days following the date of the Change of Control.

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If all or any portion of the payments and benefits would constitute a “parachute payment” within the meaning of Section 280G of the Code (or a similar or successor provision), we will reduce such payments to the extent necessary so that (i) no portion thereof will be subject to the excise tax imposed by Section 4999 of the Code (or a similar or successor provision) and (ii) by reason of such reduction, the net after-tax benefit to Mr. Winoker will exceed the net after-tax benefit to him if such reduction were not made.

### ***Pay Ratio***

In accordance with Item 402(u) of Regulation S-K, the Company is providing the following information about the relationship of the annual total compensation of our employees and the annual total compensation of Mr. Robert Kay, our Chief Executive Officer in fiscal 2020:

- The median of annual compensation of all employees excluding the CEO – \$36,957.26
- The annual total compensation of the CEO in 2020 – \$2,552,201.00
- The ratio of the CEO’s annual total compensation to the median employee’s compensation – 69.06:1

In order to determine the median employee from a compensation perspective, the Company collected cash compensation (salary and cash bonuses) paid in 2020 for all employees worldwide that were compensated during 2020, as of December 31, 2020. For those employees compensated in foreign currencies, exchange rates at year-end were used to convert their compensation into U.S. dollars. To determine the ratio disclosed above, the Company calculated the median employee’s compensation for fiscal 2020 in accordance with the rules applicable to the compensation elements included in the Summary Compensation Table and compared such compensation to the compensation of our CEO, Mr. Robert Kay set forth in the Summary Compensation Table.

In making this pay ratio disclosure, other companies may use assumptions, estimates, and methodologies different than ours. As a result, the foregoing information may not be directly comparable to the information provided by other companies in our peer group or otherwise. We believe the pay ratio included above is a reasonable estimate calculated in a manner consistent with Item 402(u) of Regulation S-K.

*Proposal No. 2***RATIFICATION OF APPOINTMENT OF  
INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM FOR 2021**

Our Audit Committee appointed the firm of Ernst & Young LLP (“Ernst & Young”) as the independent registered public accounting firm to audit our financial statements for the fiscal year ending December 31, 2021. Ernst & Young has audited our financial statements since 1984.

Our Audit Committee has adopted a policy that requires advance approval of all audit, audit-related and tax services and other services performed by the independent auditor. The policy provides for pre-approval by our Audit Committee of specifically defined audit and non-audit services. Unless the specific service has been previously pre-approved with respect to that year, our Audit Committee must approve the permitted service before the independent auditor is engaged to perform it. Our Audit Committee has delegated to the Chair of the Audit Committee authority to approve permitted services costing up to \$50,000 provided that the Chair reports any decisions to the Audit Committee at its next scheduled meeting.

The following table sets forth fees paid or payable to Ernst & Young for services provided in each of the years ended December 31, 2020 and 2019:

	2020	2019
Audit fees	\$1,486,913	\$1,832,500
Audit-related fees	0	0
Tax fees	162,986	185,696
All other fees	3,000	3,000
TOTAL	\$1,652,899	\$2,021,196

**Audit fees**

Audit fees are fees paid to Ernst & Young for the annual audit of our financial statements, the quarterly reviews of our financial statements included in our Quarterly Reports on Form 10-Q, fees related to our annual audit of internal controls over financial reporting, statutory audit fees and fees for regulatory filings.

**Audit-related fees**

Audit related fees are fees paid to Ernst & Young for assurance and related services that are related to the performance of the audit or review of the financial statements but not reported as audit fees as well as other audit and due diligence procedures in connection with acquisitions or dispositions.

**Tax fees**

Tax fees are billed for services rendered for tax compliance including the preparation of tax returns and tax advisory services.

**All other fees**

All other fees consist of fees paid to Ernst & Young for access to Ernst & Young’s online accounting research tool.

In making its appointment of Ernst & Young to audit our financial statements for the fiscal year ending December 31, 2021, our Audit Committee reviewed past audit, audit related and other non-audit services performed during 2020. In selecting Ernst & Young, our Audit Committee carefully considered their independence. Our Audit Committee has determined that the performance of such non-audit services did not impair the independence of Ernst & Young.

Ernst & Young has confirmed to our Audit Committee that it is in compliance with all rules, standards and policies of the Public Company Accounting Oversight Board and the SEC governing auditor independence.

If the stockholders do not ratify this appointment, our Audit Committee will reconsider whether to retain Ernst & Young, but may ultimately decide to retain them. Any decision to retain Ernst & Young or another independent registered public accounting firm will be made by the Audit Committee and will not be resubmitted to stockholders. In addition, even if stockholders ratify the appointment of Ernst & Young, the Audit Committee retains the right to appoint a different independent registered public accounting firm for fiscal 2021 if it determines that it would be in the Company's and its stockholders' best interests.

Representatives of Ernst & Young are expected to be available to respond to appropriate questions of stockholders at the Annual Meeting and will have the opportunity to make a statement at the Annual Meeting if they desire.

**Our Board and Audit Committee unanimously recommend that stockholders vote FOR the ratification of the appointment of Ernst & Young.**

## AUDIT COMMITTEE REPORT

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The Audit Committee of our Board (the “Audit Committee”) reviewed and discussed the consolidated financial statements of the Company and our subsidiaries that are set forth in our 2020 Annual Report to Stockholders and in Item 8 of our Annual Report on Form 10-K for the year ended December 31, 2020 with our management and with Ernst & Young LLP, our independent registered public accounting firm.

Our Audit Committee discussed with Ernst & Young LLP the matters required to be discussed by Statement on Auditing Standard No. 1301, Communications with Audit Committees, as amended, which includes, among other items, matters relating to the conduct of an audit of our financial statements and the adequacy of internal controls.

Our Audit Committee received the written disclosures and the letter from Ernst & Young LLP required by Rule 3256 of the Public Company Accounting Oversight Board, Communications Concerning Independence, and discussed with Ernst & Young LLP that firm’s independence from the Company. The Committee concluded that the provision by Ernst & Young LLP of non-audit services, including tax preparation services, to the Company is compatible with its independence.

Based on the review and discussions with our management and with Ernst & Young LLP, referred to above, our Audit Committee recommended to the Board of Directors and the Board has approved the inclusion of the audited financial statements in the Company’s Annual Report on Form 10-K for the year ended December 31, 2020.

### **The Audit Committee**

Michael J. Regan – Chair  
John Koegel  
Craig Phillips

### **CERTAIN RELATIONSHIPS**

Certain relatives of Jeffrey Siegel, our Executive Chairman, are employed by us, as follows:

- Clifford Siegel, a son of Jeffrey Siegel, is employed by us as our Executive Vice-President – Global Supply Chain. His compensation in 2020 included earned cash compensation of \$805,397, a grant of 17,748 restricted shares of our common stock, and a grant of 4,500 performance share awards.
- James Wells, a son-in-law of Jeffrey Siegel, is employed by us as our Executive Vice-President and President of the Kitchenware Division. His compensation in 2020 included earned cash compensation of \$903,247, a grant of 22,785 restricted shares of our common stock, and a grant of 3,000 performance share awards.

As previously described, Jeffrey Siegel is also the father of Daniel Siegel, who is an NEO, and a cousin of Craig Phillips, who is a director. Other than these employment relationships, there were no transactions with related persons requiring disclosure pursuant to Item 404 of Regulation S-K.

### **RELATED-PARTY TRANSACTIONS**

Our policies and procedures regarding transactions with related persons are set forth in writing and require that our Audit Committee must review and approve any “related party” transaction, as defined in Item 404(a) of Regulation S-K, before it is consummated. The Audit Committee of our Board is responsible for reviewing such policies and procedures pursuant to its charter, which states that the

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Audit Committee will review and approve all related-party transactions required to be disclosed according to SEC Regulation S-K, Item 404, and discuss with management the business rationale for the transactions and whether appropriate disclosures have been made. We also attempt to identify related party transactions each year by requiring directors and executive officers to complete a questionnaire that provides relevant information to assist in identifying such transactions.

***DELINQUENT SECTION 16(A) REPORTS***

Section 16(a) of the Exchange Act requires our directors and officers, and persons who own more than 10% of a registered class of our equity securities, to file with the SEC initial reports of ownership and reports of changes in ownership of any of our equity securities. During 2020, the following persons failed to file a Form 4 on a timely basis:

- Robert B. Kay: One transaction occurring on March 2, 2020 was reported late on March 10, 2020.

Based solely upon a review of copies of such reports filed with the SEC through the date hereof and written representations as to Forms 5 by the Company's executive officers, directors and 10% stockholders during the year, we believe that, with the exception of the transaction described above, all Section 16 filing requirements applicable to our executive officers, directors and 10% stockholders were complied with during 2020.

*Proposal No. 3*

**ADVISORY VOTE ON EXECUTIVE COMPENSATION**

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Pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Dodd-Frank Act”), the Company is providing stockholders with an advisory (non-binding) vote on the overall 2020 compensation of the Company’s named executive officers.

As described in detail under the heading “Compensation Discussion and Analysis – Compensation Philosophy and Objectives,” the Company’s compensation program has been designed to attract, reward and retain capable executives and to provide incentives for the attainment of short-term performance objectives and strategic long-term performance goals. A strong link between compensation and performance provides incentives for achieving short-term and long-term financial and business objectives and increasing the value of the Company’s common stock, thereby increasing value to the Company’s stockholders. The Company is committed to tying pay to performance. Reflecting this commitment, the Company’s annual equity compensation program generally consists of a mix of time-based restricted stock awards and performance-based stock awards. The performance shares provide an opportunity for shares to be earned at the end of a three-year performance period if pre-established financial goals are met. The Company also uses selected performance measures for the 2020 Annual Bonuses awarded pursuant to the Company’s Amended and Restated 2000 Incentive Bonus Compensation Plan and each executive’s employment agreement. Please read the “Compensation Discussion and Analysis” for additional details about the Company’s executive compensation programs, including information about the fiscal year 2020 compensation of the Company’s named executive officers.

The Board requests stockholders indicate their support of the named executive officers’ compensation as described in this Proxy Statement. This proposal, commonly known as a “say-on-pay” proposal, gives the Company’s stockholders the opportunity to express their views on the Company’s named executive officers’ compensation. This vote is not intended to address any specific item of compensation, but rather the overall compensation of the named executive officers and the philosophy, policies and practices described in this Proxy Statement. Accordingly, the Board asks its stockholders to vote **FOR** the following resolution at the Annual Meeting:

“RESOLVED, that the Company’s stockholders approve, on an advisory basis, the compensation of the named executive officers, as disclosed in the Company’s Proxy Statement for the 2021 Annual Meeting of Stockholders pursuant to the compensation disclosure rules of the Securities and Exchange Commission in accordance with Item 402 of Regulation S-K, including the Compensation Discussion and Analysis, the 2020 Summary Compensation Table and other related tables and disclosures.”

The “say-on-pay” vote is advisory and therefore not binding on the Company, the Compensation Committee or the Board. The Board and Compensation Committee, which is comprised entirely of independent directors, value the opinions of our stockholders and to the extent there are any significant votes against any named executive officer compensation as disclosed in this Proxy Statement, the Board will consider stockholders’ concerns and the Compensation Committee will evaluate whether any actions are necessary to address those concerns. The “say-on-pay” vote is proposed annually, and will be on the ballot for the 2022 Annual Meeting of Stockholders.

**Our Board unanimously recommends that stockholders vote FOR the approval of the 2020 compensation of the Company’s named executive officers, as disclosed in this Proxy Statement pursuant to the compensation disclosure rules of the SEC.**

**EQUITY COMPENSATION PLAN INFORMATION**

The following table summarizes the Company's equity compensation plans as of December 31, 2020.

<b>Plan Category</b>	<b>Number of Shares of Common Stock to be Issued upon Exercise of Outstanding Options, Warrants or Rights(1)</b>	<b>Weighted-Average Exercise Price of Outstanding Options (2)</b>	<b>Number of Shares of Common Stock Remaining Available for Future Issuance</b>
Equity Compensation Plan Approved by Security Holders	1,933,469	\$ 13.28	780,315
Equity Compensation Plan Not Approved by Security Holders	-	-	-
<b>Total</b>	<b>1,933,469</b>	<b>\$ 13.28</b>	<b>780,315</b>

(1) Securities reported in this column include outstanding options to purchase 1,286,900 shares of common stock as well as 646,569 deferred stock awards, the maximum number of performance-based stock awards that may be issued where the underlying shares have not been issued as the period over which performance is determined has not yet expired.

(2) The weighted average exercise price takes into account option awards but not the shares subject to performance-based stock awards.

## **STOCKHOLDER PROPOSALS AND DIRECTOR NOMINATIONS**

### ***Stockholder Proposals Submitted Pursuant to Rule 14a-8 of the Exchange Act***

To be considered for inclusion in next year's proxy statement and form of proxy pursuant to Rule 14a-8 of the Exchange Act, and acted upon at the 2022 Annual Meeting of Stockholders (the "2022 Annual Meeting"), stockholder proposals must be submitted in writing to the attention of our Secretary at our principal office, no later than January 5, 2022. In order to avoid controversy, stockholders should submit proposals by means (including electronic) that permit them to prove the date of delivery. Such proposals also need to comply with Rule 14a-8 of the Exchange Act and the interpretations thereof, and may be omitted from the Company's proxy materials for the 2022 Annual Meeting if such proposals are not in compliance with applicable requirements of the Exchange Act.

### ***Director Nominations and Stockholder Proposals Not Submitted Pursuant to Rule 14a-8 of the Exchange Act***

Our Amended and Restated Bylaws also establish advance notice procedures with regard to stockholder proposals or director nominations that are not submitted for inclusion in the proxy statement. With respect to such stockholder proposals or director nominations, a stockholder's advance notice must be made in writing, must meet the requirements set forth in our Amended and Restated Bylaws and must be delivered to, or mailed by first class United States mail, postage prepaid, and received by, our Secretary at our principal office no earlier than February 24, 2022 and no later than the close of business on March 26, 2022. However, in the event the 2022 Annual Meeting is scheduled to be held on a date before May 25, 2022, or after August 23, 2022, then such advance notice must be received by us not later than the close of business on the later of (1) the ninetieth (90th) calendar day prior to the 2022 Annual Meeting and (2) the 10th calendar day following the day on which we first make public disclosure of the date of the 2022 Annual Meeting (or if that day is not a business day for the Company, on the next succeeding business day).

### ***General Requirements***

Each proposal submitted must be a proper subject for stockholder action at the 2022 Annual Meeting, and all proposals and nominations must be submitted to: Secretary, Lifetime Brands, Inc., 1000 Stewart Avenue, Garden City, New York 11530. The stockholder proponent must appear in person to present the proposal or nomination at the 2022 Annual Meeting or send a qualified representative to present such proposal or nomination. If a stockholder gives notice after the applicable deadlines or otherwise does not satisfy the relevant requirements of Rule 14a-8 of the Exchange Act or our Bylaws, the stockholder will not be permitted to present the proposal or nomination for a vote at the 2022 Annual Meeting.

### ***Discretionary Authority Pursuant to Rule 14a-4(c) of the Exchange Act***

If a stockholder who wishes to present a proposal before the 2022 Annual Meeting outside of Rule 14a-8 of the Exchange Act fails to notify us by the required dates indicated above for the receipt of advance notices of stockholder proposals and proposed director nominations, the proxies that our Board solicits for the 2022 Annual Meeting will confer discretionary authority on the person named in the proxy to vote on the stockholder's proposal if it is properly brought before that meeting subject to compliance with Rule 14a-4(c) of the Exchange Act. If a stockholder makes timely notification, the proxies may still confer discretionary authority to the person named in the proxy under circumstances consistent with the SEC's proxy rules, including Rule 14a-4(c) of the Exchange Act.

## **HOUSEHOLDING OF MATERIALS**

We, in addition to some banks, brokers, and other nominee record holders participate in the practice of "householding" notices of internet availability of proxy materials, proxy statements and annual reports. This means that only one copy of our Notice, proxy statement or annual report is sent to multiple stockholders in the same household unless we or such bank, broker or other nominee holder have

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received contrary instructions from one or more of the stockholders. We will promptly deliver a separate copy of these documents to any stockholder upon request by writing the Company at the following address: Lifetime Brands, Inc., 1000 Stewart Avenue, Garden City, New York 11530, Attention: Mr. Laurence Winoker, Senior Vice President – Finance, Treasurer and Chief Financial Officer; or by calling us at the following phone number: (516) 683-6000. Any stockholder who wants to receive separate copies of the Notice, annual report and proxy statement in the future, or who is currently receiving multiple copies and would like to receive only one copy for his or her household, should contact his or her bank, broker, or other nominee record holder, or contact us at the above address and phone number.

**OTHER MATTERS**

Our management does not know of any matters other than those stated in this Proxy Statement which are to be presented for action at the Annual Meeting. If any other matters should properly come before the Annual Meeting, it is intended that proxies in the accompanying form will be voted on such other matters in accordance with the judgment of the persons voting such proxies, subject to compliance with Rule 14a-4(c) of the Exchange Act. Discretionary authority to vote on such matters is conferred by such proxies upon the persons voting them.

Our financial statements are included in our Annual Report for the fiscal year ended December 31, 2020.

Upon the written request of any person who on the record date was a record owner of our common stock, or who represents in good faith that he or she was on such date a beneficial owner of our common stock, we will send to such person, without charge, a copy of our Annual Report on Form 10-K for the fiscal year ended December 31, 2020, including financial statements and schedules, as filed with the SEC. Requests for this report should be directed to Mr. Laurence Winoker, Senior Vice President – Finance, Treasurer and Chief Financial Officer, Lifetime Brands, Inc., 1000 Stewart Avenue, Garden City, New York 11530.

By Order of our Board of Directors,

/s/ Sara Shindel  
Sara Shindel  
Secretary

Dated: April 29, 2021

## Reconciliation of Non-GAAP Financial Measures

Adjusted EBITDA:

	Year Ended December 31,		
	2020	2019	2018
	(in thousands)		
Net loss as reported	\$ (3,007)	\$ (44,415)	\$ (1,720)
Subtract out:			
Undistributed equity (earnings), net	(1,258)	(343)	(545)
Add back:			
Income tax provision	9,866	1,109	2,889
Interest expense	17,277	20,780	18,004
Depreciation and amortization	24,664	25,115	23,329
Mark to market loss (gain) on interest rate derivatives	2,144	(402)	-
Goodwill and other impairments	20,100	42,990	2,205
Stock compensation expense	5,951	5,041	4,135
SKU Rationalization	-	8,500	-
Loss on early retirement of debt	-	-	66
Contingent consideration fair value adjustment	-	-	(1,774)
Restructuring expenses	211	1,435	2,324
Warehouse relocation expenses	1,093	2,785	2,725
Integration charges	-	1,263	681
Other permitted non-cash charges	-	-	1,510
Acquisition and divestment related expenses	285	206	1,766
Unrealized (gain) on foreign currency contracts	-	-	(1,942)
Pro forma Filament adjustment	-	-	3,326
Projected synergies	-	-	8,546
Adjusted EBITDA, before limitation	\$ 77,326	\$ 64,064	\$ 65,525
Permitted non-recurring charge limitation	-	(8,929)	(605)
Adjusted EBITDA, after limitation	\$ 77,326	\$ 55,135	\$ 64,920

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Adjusted net income (in thousands):

	Year Ended December 31,	
	2020	2019
Net loss as reported	\$ (3,007)	\$ (44,415)
Adjustments:		
Acquisition related expenses	285	206
Restructuring expenses	211	1,435
Integration charges	-	1,263
Warehouse relocation expenses	1,093	2,785
Mark to market loss (gain) on interest rate derivatives	2,144	(402)
Goodwill and other impairments	20,100	42,990
SKU Rationalization	-	8,500
Foreign currency translation loss reclassified from Accumulated Other Comprehensive Loss	235	-
Income tax effect on adjustments	(858)	(3,183)
Adjusted net income	\$ 20,203	\$ 9,179

Income from operations, excluding certain non-cash charges (in thousands):

	Year Ended December 31,	
	2020	2019
Income (loss) from operations	\$ 24,970	\$ (23,395)
Excluded non-cash charges:		
Goodwill and other impairments	20,100	42,990
SKU Rationalization	-	8,500
Bad debt reserve related to COVID-19 pandemic (1)	2,844	-
Total excluded non-cash charges	\$ 22,944	\$ 51,490
Income from operations excluding certain non-cash charges	\$ 47,914	\$ 28,095
Interest expense	(17,277)	(20,780)
Mark to market (loss) gain on interest rate derivatives	(2,144)	402
Income before income taxes and equity in earnings, excluding certain non-cash charges	\$ 28,493	\$ 7,717

- 1) Bad debt reserve recorded in the first quarter of fiscal 2020 to establish a provision against potential credit problems from certain retail customers who may have financial difficulty that has been caused or increased due to the COVID-19 pandemic. This reflects the Company's assessment of the risk of not being able to collect such receivables from certain customers in the U.S. that are at risk of seeking or have already obtained bankruptcy protection and our international customer base which has a higher proportion of small and independent brick-and-mortar retailers. This charge was taken in response to the Company's assessment on the impact of the COVID-19 pandemic on these accounts.



The 2021 Annual Meeting of Stockholders of Lifetime Brands, Inc. will be held on Thursday, June 24, 2021 at 10:30 a.m., ET, virtually via the internet at [www.meetingcenter.io/276069916](http://www.meetingcenter.io/276069916).

To access the virtual meeting, you must have the information that is printed in the shaded bar located on the reverse side of this form.

The password for this meeting is LCUT2021.

Proxy materials for the Annual Meeting of Stockholders are available at: [www.envisionreports.com/LCUT](http://www.envisionreports.com/LCUT)

	<p>Small steps make an impact. Help the environment by consenting to receive electronic delivery, sign up at <a href="http://www.envisionreports.com/LCUT">www.envisionreports.com/LCUT</a></p>	
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▼ IF VOTING BY MAIL, SIGN, DETACH AND RETURN THE BOTTOM PORTION IN THE ENCLOSED ENVELOPE. ▼

**Proxy – LIFETIME BRANDS, INC.**



**This Proxy is solicited on behalf of the Board of Directors**

Jeffrey Siegel and Robert B. Kay and each of them, are hereby constituted and appointed the lawful attorneys and proxies of the undersigned, with full power of substitution to vote and otherwise act on behalf of the undersigned with all powers that the undersigned would have if personally present at the 2021 Annual Meeting, with respect to all shares of Common Stock, \$.01 par value, of LIFETIME BRANDS, INC. standing in the name of the undersigned on the Company's books at the close of business on April 27, 2021, at the Annual Meeting of Stockholders to be held virtually via the Internet at 10:30 a.m., Eastern Time, on June 24, 2021 or at any adjournment(s) or postponement(s) thereof (the "2021 Annual Meeting"), as directed on the reverse side. The undersigned acknowledges receipt of the Notice of the Annual Meeting and Proxy Statement dated April 29, 2021.

The powers hereby granted may be exercised by any of said attorneys or proxies or their substitutes present and acting at the above-described 2021 Annual Meeting or any adjournment(s) or postponement(s) thereof. The undersigned hereby revokes any and all proxies heretofore given by the undersigned to vote at said meeting.

The proxy holder is authorized to act, in accordance with his or her discretion, upon all matters incident to the conduct of the meeting and upon other matters that properly come before the 2021 Annual Meeting, subject to compliance with Rule 14a-4(c) of the Securities Exchange Act of 1934, as amended. This proxy when properly executed will be voted in the manner directed herein. If no direction is made with respect to any proposal, this proxy will be voted FOR all nominees listed in Proposal 1, FOR Proposal 2 and FOR Proposal 3.

(Continued and to be signed on reverse side.)

**C Non-Voting Items**

Change of Address – Please print new address below.

Comments – Please print your comments below.

