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

FORM 8-K

Current Report

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

Date of Report (Date of earliest event reported): February 8, 2019

**XPRESSPA GROUP, INC.**

(Exact Name of Registrant as Specified in its Charter)

Delaware  
(State or other jurisdiction  
of incorporation)

001-34785  
(Commission  
File Number)

20-4988129  
(I.R.S. Employer  
Identification No.)

780 Third Avenue, 12<sup>th</sup> Floor  
New York, New York 10017  
(Address of Principal Executive Offices and Zip Code)

Registrant's telephone number, including area code: (646) 525-4319

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

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

Emerging growth company

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

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

*Resignation of Chief Executive Officer and Director*

On February 8, 2019 (the “Resignation Date”), Edward Jankowski resigned as Chief Executive Officer of XpresSpa Group, Inc. (the “Company”) and as a director of the Company, effective as of that date. Mr. Jankowski’s resignation was not as a result of any disagreement with the Company on any matters related to the Company’s operations, policies or practices.

*Appointment of Chief Executive Officer and Director*

Effective as of February 11, 2019, Douglas Satzman was appointed by the board of directors of the Company as the Chief Executive Officer of the Company and as a director of the Company. There are no arrangements or understandings between Mr. Satzman and any other persons pursuant to which he was selected as a director, he has no direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K and there are no family relationships between Mr. Satzman and any director or executive officer of the Company.

Mr. Satzman, 45, most recently served as CEO of Joe Coffee Company, a premium Specialty Coffee chain serving craft roasted coffee and artisanal food items with over 20 company owned cafes in New York City and Philadelphia. During his tenure, he created a multi-channel national growth plan, created infrastructure and assembled a leadership team after the first private equity investment in the 15 year-old family business. Previously, Mr. Satzman was Chief Executive Officer, U.S. of Le Pain Quotidien, a premium Bakery & Full Service Restaurant chain serving artisanal breads/pastries, organic products & wholesome cuisine in over 90 company-owned restaurants across the U.S. where he developed a long-term growth strategy focused on building organic sales, opening new stores and markets, creating multi-channel growth platforms and leveraging technology. He also re-organized the corporate and field teams which resulted in improved customer service, improved store level support and reduced costs. Prior to that, Mr. Satzman spent 14 years at Starbucks Coffee Company where he held roles of increasing responsibility across the U.S. and Europe, culminating in being named Senior Vice-President, EMEA Business Development & Channel Operations. In that role, he led and delivered a high growth strategy across Europe, Russia, Middle East and Africa as well as non-company owned retail operations across more than 35 countries. During his assignments in the U.S. and EMEA, Mr. Satzman’s direct responsibilities included leading the travel vertical, including operations and business development across all airports resulting in significant revenue, profit and growth.

*Employment Agreement*

In connection with his appointment as Chief Executive Officer of the Company and as a director of the Company, the Company entered into an employment agreement with Mr. Satzman (the “Employment Agreement”) pursuant to which Mr. Satzman will serve as the Chief Executive Officer of the Company. The Employment agreement has a term of three years (the “Employment Period”) provided that the employment agreement shall extend in two month increments for up to one (1) year thereafter for each month that the negotiations for an extension to the Employment Agreement are not concluded prior to sixth months before the end of the term. Following the Employment Period, Mr. Satzman will continue to be employed by the Company as an “at will” employee.

Pursuant to the terms of the Employment Agreement, Mr. Satzman will be entitled to receive an annual base salary of \$400,000. The Employment agreement also provides that Mr. Satzman will be eligible to participate in any annual bonus and other incentive compensation program that the Company may adopt from time to time for its executive officers. In addition, if Mr. Satzman has earned any bonus or non-equity based incentive compensation which remains unpaid upon termination of his employment for any reason whether by Mr. Satzman or the Company other than for cause, then Mr. Satzman shall be entitled to receive a pro-rata portion of such incentive compensation at the time it is paid.

In addition, unless Mr. Satzman is terminated for cause, all applicable equity awards held by Mr. Satzman as of the date of termination of his employment that would have vested in the one-year period immediately following such termination will vest during the following year, provided that Mr. Satzman makes himself reasonably available and cooperates with reasonable requests from the Company involving facts or events relating to the Company of which Mr. Satzman may have knowledge.

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In the event the Employment Agreement is terminated for good reason by Mr. Satzman, or by the Company without cause and Mr. Satzman provides the Company with a release of claims, Mr. Satzman shall be entitled to receive a cash severance payment in the amount of one-half times his then current base salary and one year of COBRA continuation coverage.

In connection with Mr. Satzman's appointment and pursuant to the terms of the Employment Agreement, Mr. Satzman received a grant of (a) 750,000 restricted shares of the Company's common stock, par value \$0.01 (the "Common Stock") which vest in full and become non-forfeitable on February 10, 2020 and (b) options to purchase up to 1,500,000 shares of Common Stock with an exercise per share of \$0.21, the closing price of the Company's common stock on the Nasdaq Capital Market on the date of grant, with a period of ten years from the grant date and subject to vesting in substantially equal installments on each of the first four anniversaries of the grant date, provided that in each of clauses (a) and (b), Mr. Satzman is continuously employed by the Company through such date.

In addition, the Employment Agreement contains non-solicitation and non-competition provisions that apply during the term of Mr. Satzman's employment and for six months thereafter.

The foregoing summary of the Employment Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Employment Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

**Item 8.01 Financial Statements and Exhibits.**

On February 13, 2018, the Company issued a press release announcing the appointment of Mr. Satzman as Chief Executive Officer of the Company and as a director of the Company. The full text of the press release is filed as Exhibit 99.1 to this Current Report on Form 8-K and incorporated by reference herein.

**Item 9.01 Financial Statements and Exhibits.**

**(d) Exhibits.**

Exhibit Number	Description of Exhibits
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<a href="#">10.1</a>	<a href="#">Form of Executive Employment Agreement between XpresSpa Group, Inc. and Douglas Satzman.</a>
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<a href="#">99.1</a>	<a href="#">XpresSpa Group, Inc. Press Release dated February 13, 2019.</a>
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**SIGNATURES**

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

**XPRESSPA GROUP, INC.**

Dated: February 13, 2019

By: /s/ Bruce Bernstein  
Name: Bruce Bernstein  
Title: Chairman of the Board of Directors

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**EXECUTIVE EMPLOYMENT AGREEMENT**

This **EXECUTIVE EMPLOYMENT AGREEMENT** (this "Agreement") is made and entered into, at New York, New York, as of the 11<sup>th</sup> day of February, 2019 (the "Effective Date"), and is by and between Douglas Satzman, an individual residing at the address listed in the Company's files ("Executive"), and XpresSpa Group, Inc., a Delaware corporation with principal offices located at 780 3rd Avenue, 12<sup>th</sup> Floor, New York, NY 10017 (the "Company").

**WITNESSETH**

**WHEREAS**, the Executive desires to be employed by the Company as the CEO of the Company, including service as a member of the Board of Directors of the Company under the terms set forth herein and the Company wishes to employ Executive in such capacities;

**NOW, THEREFORE**, in consideration of the foregoing recital and the respective covenants and agreements of the parties contained in this document, the Company and Executive hereby agree as follows:

1. Employment and Duties.

(a) Subject to the terms of this Agreement, the Company agrees to hire and employ, and Executive agrees to serve, as the Company's Chief Executive Officer ("CEO"). Subject to compliance with applicable nomination and election procedures that may be required by Company governance documents, Executive also agrees to serve as a member of the Company's Board of Directors (the "Board"). The duties and responsibilities of Executive shall include the duties and responsibilities normally associated with such positions and such other executive officer duties and responsibilities subject to the direction and supervision of Board. At all times during the Employment Period (as defined below), the Executive shall report directly to the Board. The Executive is also and will be the senior most executive and service provider to XpresSpa Holdings, LLC and its subsidiaries including, without limitation, any entities acquired by or merged with XpresSpa (collectively, "XpresSpa"). Executive shall serve in a loyal, faithful and trustworthy manner, and shall comply with all of the policies of the Company and XpresSpa, including, without limitation, such policies with respect to legal compliance, conflicts of interest, confidentiality, code of conduct and business ethics as are from time to time in effect (as the same may be amended or modified from time to time by the Board in its discretion).

(b) Executive shall devote substantially all of his working time and efforts during the Company's normal business hours to the business and affairs of XpresSpa and to the diligent and faithful performance of the duties and responsibilities duly assigned to him pursuant to this Agreement to the best of Executive's abilities. Notwithstanding the foregoing, nothing herein shall preclude Executive from (i) serving on the boards of directors of Tartine JV Holdings, LLC (d/b/a Tartine Manufactory) and of IMA, LLC (d/b/a &vest), (ii) performing services for such other companies as the Company may designate or permit at the Company's discretion, (iii) serving, with the prior written consent of the Board, which consent shall not be unreasonably withheld, as an officer or member of the boards of directors or advisory boards (or their equivalents in the case of a non-corporate entity) of noncompeting businesses or charitable, educational or civic organizations, (iv) engaging in charitable activities and community affairs and (v) managing Executive's personal investments and affairs; provided, however, that the activities set out in clauses (i), (ii), (iii), (iv) and (v) shall be limited by Executive so as not to materially interfere, individually or in the aggregate, with the performance of Executive's duties and responsibilities hereunder.

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2. Term. The Company hereby agrees to employ Executive, and Executive hereby accepts employment with the Company, upon the terms set forth in this Agreement, for the period commencing on the Effective Date and ending on the third (3<sup>rd</sup>) anniversary of the Effective Date, unless sooner terminated in accordance with the provisions of Section 9 below (such period is the “Employment Period”); *provided however*, that if no later than six (6) months prior to the expiration of the Employment Period, the Company and the Executive are negotiating but have not yet agreed to extend, renew or novate this Agreement for an additional term, then, for each month or partial month such negotiations continue, the Employment Period shall be extended for an additional two (2) months after the third anniversary, up to a maximum extension of twelve (12) months. During any such extension of the Employment Period (the “Extended Period”), all of the terms, conditions and obligations specified in this Agreement shall continue in full force and effect, except that the Executive shall not be entitled to any of the payments under Section 9(e)(iii) if he is terminated during the Extended Period. For avoidance of doubt, at any time after six (6) months prior to the Expiration Date, if negotiations have been conducted, the Company may, in its sole and absolute discretion, unilaterally end such negotiations with Executive.

3. Place of Employment. Executive's services shall be performed primarily at the Company's principal place of business, which currently is located at 780 Third Avenue, 12th Floor New York, New York 10017, and any other location as specified by the Company within a 50-mile radius of New York, New York. The parties further acknowledge, however, that Executive may be required to travel in connection with the performance of his duties hereunder.

4. Compensation. For all services to be rendered by Executive pursuant to this Agreement, the Company agrees to pay Executive during the Employment Period an annual base salary, less applicable taxes, including income tax, FICA and FUTA, and other appropriate deductions (the “Base Salary”) at an annual rate of four hundred thousand dollars (\$400,000). During the Employment Period, the Board has the discretion to raise the Base Salary from time-to-time and shall reevaluate the Executive's Base Salary on at least an annual basis (with first reevaluation on or about December, 2019). The Base Salary shall be paid in equal biweekly installments in accordance with the Company's regular payroll practices.

5. Bonuses and Incentive Compensation.

(a) During the Employment Period, the Executive will be eligible to participate in any annual bonus and other incentive compensation program that the Company may adopt from time to time for its executive officers. If the Executive has earned any bonus or non-equity based incentive compensation (collectively, “Incentive Compensation”), which remains unpaid upon termination of Employment for any reason whether by Executive or Company other than for Cause then Executive shall be entitled to receive such Incentive Compensation at the time the Company distributes such Incentive Compensation to other executive officers of the Company. Such amount shall be prorated for the year of termination equal to the amount of Incentive Compensation earned multiplied by a fraction the numerator of which the number of days that Executive worked for the Company prior to the date of termination and the denominator of which is 365.

(b) To the extent that the Company is required pursuant to Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act to develop and implement a policy (the “Policy”) providing for the recovery from the Executive of any payment of incentive based compensation (whether in cash or in equity) paid to the Executive that was based upon erroneous data contained in an accounting statement, this Agreement shall be deemed amended and the Policy incorporated herein by reference as of the date that the Company takes all necessary corporate action to adopt the Policy, without requiring any further action of the Company or the Executive, provided that any such Policy shall only be binding on the Executive if the same Policy applies to the Company’s other executive officers.

(c) Subject to the conditions set forth in this Section 5(c), the Executive shall be entitled to the incentive compensation set forth on Exhibit A.

(i) Notwithstanding anything to the contrary in any applicable equity award agreement, upon termination of employment for any reason other than for Cause, the vesting of such number of stock options, RSUs and other stock-based awards outstanding and held by the Executive as of the date of termination of Executive’s employment that would have vested in the one year period immediately following the termination of employment of Executive (“Post-Termination Period”) will vest during the Post-Termination Period pursuant to the otherwise applicable vesting provisions to which such stock-based awards are subject and subject to the applicable requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), provided that in the sole discretion of the Board, during the Post-Termination Period, the Executive makes himself reasonably available and cooperates with reasonable requests from the Company concerning any business or legal matters (including, without limitation, response to a subpoena or testimony in any litigation matters) involving facts or events relating to the Company that may be within the Executive’s knowledge.

(ii) In addition, subject to any permitted action by the Board upon a Change of Control (as defined in the Company’s 2012 Employee, Director and Consultant Equity Incentive Plan, as amended from time to time, the current form of which is annexed as Exhibit B, herein the “Incentive Plan”) or other merger, sale, dissolution or liquidation of the Company under the Company’s applicable equity plan to terminate the stock options or other stock-based awards, subject to the applicable requirements of Section 409A of the Code, any stock option granted on or after the Effective Date, which has vested, shall be exercisable for not less than one year from the date of termination of Executive’s employment (subject to the scheduled expiration of any option) and if such option is an incentive stock option it shall automatically convert and be deemed a non-qualified option as of the date that is three months after termination of Executive’s employment.

(d) In addition to the foregoing incentive compensation set forth in this Section 5, the Company may, but is not obligated, to grant Executive a discretionary bonus, the granting and amount of which may be determined from time to time by the Board in its sole and absolute discretion.

6. Expenses. Executive shall be entitled to reimbursement for all reasonable and necessary travel, entertainment, and other expenses incurred by Executive while employed (in accordance with the policies and procedures established by the Company for its executive officers) in the performance of his duties and responsibilities under this Agreement; provided that Executive properly accounts for such expenses in accordance with Company policies and procedures. The Executive shall be responsible for any unreasonable or unnecessary expenses incurred in violation of Company policies and procedures.

7. Other Benefits. During the Employment Period, the Executive shall be eligible to participate in all incentive, savings, retirement (401(k)), and welfare benefit plans, health, medical, dental, vision, life (including accidental death and dismemberment) and disability insurance plans (collectively, to the extent they exist, "Benefit Plans"), in substantially the same manner and at substantially the same levels as the Company makes such opportunities available to the Company's executive officers, provided however, that the Company may not reduce the benefits provided to the Executive under these Benefits Plans without the Executive's written consent, unless such reduction is required by law. The Executive shall also be entitled to coverage under such directors and officers, error and omissions, fiduciary liability and other similar insurance coverages, that the Company makes available to its directors and executives (and to executives of and XpresSpa) and shall enter into its/their standard indemnification agreement with the Executive.

8. Vacation. During the Employment Period, the Executive shall be entitled to twenty (20) days of paid time off ("PTO") per year. PTO shall be taken at such times as are mutually convenient to the Executive and the Company. The Executive may carry up to ten (10) days of unused PTO forward from one calendar year to the next. All other unused PTO will be forfeited at the end of the calendar year. The Company shall not pay Executive for any unused PTO upon termination of employment except as required by applicable law or provided under Company policy.

9. Termination of Employment.

(a) General. The Employment Period and the Executive's employment hereunder shall terminate upon the earliest to occur of: (i) Executive's death, (ii) a termination by reason of Executive's Disability, (iii) a termination by the Company with or without Cause, (iv) a termination by Executive with or without Good Reason, or (v) the last day of the Employment Period.

(b) Death. If Executive dies during the Employment Period, this Agreement and the Executive's employment with the Company shall automatically terminate and the Company shall have no further obligations to the Executive or his heirs, administrators or executors with respect to compensation and benefits accruing thereafter, except for the obligation to pay to the Executive's heirs, administrators or executors (i) any earned but unpaid Base Salary up to and through the date of termination (within fourteen (14) days following termination), (ii) any earned but unpaid Incentive Compensation under the terms set forth in Section 5, (iii) any and all reasonable expenses paid or incurred by the Executive in connection with and related to the performance of his duties and responsibilities for the Company up to and through the date of termination, and (iv) any benefits provided under the Company's employee benefit plans pursuant to, and in accordance with, the terms of such plans through the date of termination (including, without limitation, any death benefit or disability benefit plans or programs) (collectively, the "Accrued Obligations") The Company shall deduct, from all payments made hereunder, all applicable taxes, including income tax, FICA and FUTA, and other appropriate deductions.



(c) Disability. In the event that during the Employment Period the Company determines that the Executive is unable to perform his essential duties and responsibilities hereunder to the full extent required by the Company by reason of a Disability (as defined below), this Agreement and the Executive's employment with the Company shall terminate immediately upon notice to the Executive, and the Company shall have no further obligations or liability to the Executive or his heirs, administrators or executors with respect to compensation and benefits accruing thereafter, except for the obligation to pay the Accrued Obligations. The Company shall deduct, from all payments made hereunder, all applicable taxes, including income tax, FICA and FUTA, and other appropriate deductions. For purposes of this Agreement, "Disability" shall mean a physical or mental disability that prevents the performance by the Executive, with or without reasonable accommodation, of his essential duties and responsibilities hereunder for sixty (60) consecutive days, or an aggregate of one hundred and twenty (120) days during any twelve consecutive months, as determined consistent with applicable law, provided that the determination of Executive's physical or mental health and the date of the Disability shall be determined by a medical expert who will examine the Executive as appointed by the Company in its discretion. Executive hereby consents to such examination and consultation regarding Executive's health and ability to perform as aforesaid.

(d) By the Company for Cause.

(i) At any time during the Employment Period, the Company may terminate this Agreement and the Executive's employment hereunder for Cause. Such termination shall be effective immediately upon notice to the Executive, subject to the provisions of this Section 9(d)(i) and Section 9(d)(iii). "Cause" as used in this Agreement (and with respect to any other arrangement (including, without limitation, any option, RSU or other equity-based arrangement) with the Company or its affiliates) shall mean: (a) the willful and continued failure of the Executive to perform his duties and responsibilities for the Company (other than any such failure resulting from Executive's death or Disability) or lawful directives of the Board related to Executive's duties pursuant to this Agreement, after a written demand by the Board for performance is delivered to the Executive by the Company, which identifies with reasonable specificity the manner in which the Board believes that the Executive has not performed his duties and responsibilities, which willful and continued failure is not cured by the Executive within thirty (30) days of his receipt of such written demand; (b) the conviction of, or plea of guilty or *nolo contendere* to a felony; (c) faithless conduct or the breach of fiduciary duty; (d) gross negligence or willful misconduct in the performance of Executive's material duties; (e) breach of Section 10 of this Agreement, (f) an intentional or grossly negligent breach of the Non-Disclosure and Non-Solicitation Agreement then in effect, the current form of which is annexed as Exhibit C (the "NDA") which results or could reasonably be expected to result in material harm to the Company or XpresSpa; (g) a material violation of Company's or XpresSpa's policies, which policies and procedures have previously been disclosed to Executive in writing; or (h) a good faith finding by the Board that Executive has engaged in (A) (1) fraud, (2) dishonesty or faithless conduct, or (3) gross negligence, in each case related to the Company, or (B) criminal misconduct which (1) constitutes a felony or a crime of moral turpitude or (2) results or could reasonably be expected to result in harm to the Company.

(ii) Upon termination of this Agreement for Cause, the Company shall have no further obligations or liability to the Executive or his heirs, administrators or executors with respect to compensation and benefits thereafter, except for the obligation to pay the Executive the Accrued Obligations. The Company shall deduct, from all payments made hereunder, all applicable taxes, including income tax, FICA and FUTA, and other appropriate deductions.

(iii) It is expressly acknowledged and agreed that the decision as to whether "Cause" exists for termination of the employment relationship by the Company is delegated to the Board for determination (excluding the Executive). However, the termination of Executive's employment shall not be deemed to be for "Cause" unless and until (A) there shall have been delivered to Executive a written notice specifying with reasonable detail the basis for the proposed termination for "Cause," and (B) if has so requested by Executive in writing within seven (7) days of such notice, the Executive shall have been provided a reasonable opportunity to address a physical or telephonic meeting of the Board with a quorum of at least two thirds (2/3) of the Board's members, and a majority of the Board (excluding the Executive) at such meeting shall have determined that the matter forming the basis for "Cause" is not curable or, if curable, was not cured within the applicable cure period.

(e) By the Executive for Good Reason.

(i) At any time during the Employment Period, subject to the conditions set forth in Section 9(e)(ii) below, the Executive may terminate this Agreement and the Executive's employment with the Company for Good Reason. "Good Reason" as used in this Agreement shall mean the occurrence of any of the following events: (a) without the Executive's prior written consent, a material diminution of the duties, authorities or responsibilities of the Executive (including as a member of the Board); (b) a material reduction in Executive's Base Salary; (c) the failure by the Company to pay all or any material portion of the Base Salary, any material bonus payable, or any material benefits payable to the Executive as required under this Agreement; (d) a change in Executive's reporting relationship other than to the Board; (e) relocation of the offices at which Executive must perform the services contemplated by this Agreement by more than 50 miles from New York, New York, unless the new location of such office is less than 50 miles from Executive's principal place of residence; or (f) any other action or inaction that constitutes a material breach by the Company of this Agreement.

(ii) The Executive shall not be entitled to terminate this Agreement for Good Reason unless and until he shall have delivered written notice to the Company of his intention to terminate this Agreement and his employment with the Company for Good Reason, which notice must be provided within sixty (60) days following the initial occurrence (or following the Executive's actual knowledge) of the grounds purporting to constitute Good Reason, and which specifies in reasonable detail the circumstances claimed to provide the basis for such termination for Good Reason pursuant to Section 9(e)(i) above, and the Company shall not have eliminated the circumstances constituting Good Reason within thirty (30) days of its receipt from the Executive of such written notice. The Company shall retain the discretion to terminate the Employment Period at any time during the Good Reason notice period provided for in this Section 9(e)(ii).

(iii) In the event that the Executive terminates this Agreement and his employment with the Company for Good Reason or the Company terminates this Agreement without Cause, the Company shall pay or provide to the Executive (or, following his death, to the Executive's heirs, administrators or executors):

(A) The Accrued Obligations through the date the Employment Period is terminated.

(B) (y) An amount of Base Salary (at the rate of Base Salary in effect immediately prior to the Executive's termination hereunder) equal to one half (1/2) of the Executive's Base Salary, or (z) if the Company terminates the Executive's employment without Cause as a result of a Change of Control, an amount of Base Salary (at the rate of Base Salary in effect immediately prior to the Executive's termination hereunder) equal to one (1) times the Executive's Base Salary (as the case may be, the "Separation Payment"). Except as otherwise provided in this Agreement, the Company shall pay to Executive the Separation Payment provided in this Section 9(e)(iii)(B) in substantially equal installments over a period of (i) six (6) months in the case of termination under clause (y) above or (ii) twelve (12) months in the case of termination under clause (z) above, in either case payable in accordance with the Company's regular payroll practices, commencing on the Company's next regular payroll date following the date the Release (referenced in Section 9(i) below) becomes irrevocable and enforceable. The Company shall deduct, from all payments made hereunder, all applicable taxes, including income tax, FICA and FUTA, and other appropriate deductions. For purposes of this Section 9(e)(iii)(B), "Change of Control" means (A) an acquisition or series of acquisitions by a person(s) or entity(ies) (unrelated to the Company) of more than fifty percent (50%) of the outstanding shares or securities entitled to vote for the election of directors or similar managing authority of the Company, (B) a sale or disposition of all or substantially all of Company's assets to an unrelated third party, or (C) the Company is merged or consolidated with another entity in which more than fifty percent (50%) of the outstanding shares or securities entitled to vote for the election of directors or similar managing authority of the surviving entity is owned by a person(s) or entity(ies) unrelated to the Company.

(C) Subject to Section 9(i) below, COBRA continuation coverage paid in full by the Company, so long as Executive has not become actually covered by the medical plan of a subsequent employer during any such month and is otherwise entitled to COBRA continuation coverage, with such payments for up to a maximum of (y) six (6) months following the date of termination, or (z) if the Company terminates the Executive's employment without Cause as a result of a Change of Control, twelve (12) months following the date of termination. After such period, Executive is responsible for paying the full cost for any additional COBRA continuation coverage to which Executive is then entitled. If the Company's payment of the COBRA premiums on the Executive's behalf would violate the nondiscrimination rules or cause the reimbursement of claims to be taxable under the Patient Protection and Affordable Care Act of 2010, together with the Health Care and Education Reconciliation Act of 2010 (collectively, the "Act") or Section 105(h) of the Code, the Company paid premiums shall be treated as taxable payments and be subject to imputed income tax treatment to the extent necessary to eliminate any discriminatory treatment or taxation under the Act or Section 105(h) of the Code.

(f) By Executive without Good Reason. At any time during the Employment Period, the Executive shall be entitled to terminate this Agreement and the Executive's employment with the Company without Good Reason by providing prior written notice to the Company of at least sixty (60) calendar days, provided however that the Company shall maintain the discretion to terminate the Employment Period at any time during the notice period set forth in this Section 9(f). Upon termination by the Executive of this Agreement and the Executive's employment with the Company without Good Reason, the Company shall have no further obligations or liability to the Executive or his heirs, administrators or executors with respect to compensation and benefits thereafter, except for the obligation to pay the Executive the Accrued Obligations. The Company shall deduct, from all payments made hereunder, all applicable taxes, including income tax, FICA and FUTA, and other appropriate deductions.

(g) By the Company without Cause. At any time during the Employment Period, the Company shall be entitled to terminate this Agreement and the Executive's employment with the Company without Cause upon written notice to the Executive which shall set forth a date of termination. Upon termination by the Company of this Agreement and the Executive's employment with the Company without Cause, the Company shall pay or provide to the Executive (or, following his death, to the Executive's heirs, administrators or executors) the amounts and benefits due upon a resignation for Good Reason, as further described in Section 9(e)(iii), including the Separation Payment. The Company shall deduct, from all payments made hereunder, all applicable taxes, including income tax, FICA and FUTA, and other appropriate deductions.

(h) Upon Expiration of the Employment Period. If the Executive's employment terminates upon the expiration of the Employment Period set forth in Section 1, the Company shall have no further obligations or liability to the Executive or his heirs, administrators or executors with respect to compensation and benefits thereafter, except for the obligation to pay the Executive the Accrued Obligations.

(i) Release of Claims. It is agreed that an express condition of the payment or provision by the Company of any severance amount or post termination benefit called for under Section 9(e)(iii) and Section 9(g) of this Agreement (other than the payment of any Accrued Obligations) shall be subject to the Company's concurrent receipt of a general release of all claims against the Company and its affiliates by Executive a form reasonably acceptable to the Company and Executive and negotiated in good faith, and, in absence of such a reasonably acceptable form, in the form set forth on Exhibit D, which release must be effective, unrevoked and irrevocable prior to the ninetieth (90th) day following the termination of the Executive's employment (the "Release").

(j) Section 409A. Notwithstanding any provision in this Agreement to the contrary:

(i) This Agreement is intended to comply with the requirements of Section 409A of the Code, such Code Section hereinafter being referred to as “Section 409A.” Deferrals of compensation subject to the restrictions set forth under Section 409A (hereinafter, “Non-Qualified Deferred Compensation”) may only be made to Executive pursuant to this Agreement upon an event and in a manner permitted by Section 409A.

(ii) Any amounts payable solely on account of Executive’s involuntary separation from service within the meaning of Section 409A shall be excludible from the requirements of Section 409A, either as involuntary separation pay (exempt from the provisions of Section 409A under Treas. Reg. Section 1.409A-1(b)(9)) or as short-term deferral amounts (as described in Treas. Reg. Section 1.409A-1(b)(4)), to the maximum possible extent.

(iii) For purposes of Section 409A, the right to a series of installment payments under this Agreement shall be treated as a right to a series of separate payments.

(iv) All taxable reimbursements and in-kind benefits provided under this Agreement shall be made or provided in accordance with Section 409A including, where applicable, the requirement that (i) any reimbursement is for expenses incurred during the period of time specified in this Agreement, (ii) the amount of expenses available for reimbursement, or the in-kind benefits provided, during a calendar year may not affect the expenses eligible for reimbursement, or in-kind benefits provided, in any other calendar year, (iii) the reimbursement of an eligible expense will be made no later than the last day of the calendar year following the year in which the expense is incurred, and (iv) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

(v) To the extent required by Section 409A, and notwithstanding any other provision of this Agreement to the contrary, no payment of Non-Qualified Deferred Compensation will be provided to, or with respect to, Executive on account of his separation from service until the first to occur of (A) the date of Executive’s death or (B) the date which is one day after the six (6) month anniversary of his separation from service, but in either case only if he is a “specified employee” (as defined under Section 409A(a)(2)(B)(i) of the Code and the regulations promulgated thereunder) in the year of his separation from service. Any payment that is delayed pursuant to the provisions of the immediately preceding sentence shall instead be paid in a lump sum within thirty (30) days following the first to occur of the two dates specified in such immediately preceding sentence. Furthermore, any payments scheduled to be paid under Sections 9(e)(iii) or 9(g) during the applicable ninety (90) day period pending the effectiveness of the Release referenced therein and in Section 9(i), will be accumulated and paid, subject to the other provisions of this Section 9(j), on such ninetieth (90<sup>th</sup>) day or earlier following the effectiveness of such Release.

(vi) Any payment of Non-Qualified Deferred Compensation made pursuant to a voluntary or involuntary termination of employment shall be withheld until Executive incurs both (A) such a termination of employment and (B) a “separation from service” with the Company and all of its affiliates, as such term is defined in Treas. Reg. Section 1.409A-1(h).

(vii) To the extent the Agreement provides that Non-Qualified Deferred Compensation can be paid or commenced during a certain period (e.g., sixty (60) days) following a permissible payment or commencement event or trigger, the date of such payment or payment commencement shall be determined by the Company in its sole discretion (and by disregarding any desire of Executive) and, if the payment or commencement period exceeds ninety (90) days and spans two taxable years of Executive, then such Non-Qualified Deferred Compensation shall be paid and/or commenced during the second of such taxable years.

(viii) The preceding provisions of this section of the Agreement shall not be construed as a representation, covenant or guarantee by the Company or by any officer, director or affiliate of the Company of any particular tax effect to Executive under this Agreement. Neither the Company nor any of its officers, directors or affiliates shall be liable to Executive for any tax, penalty or interest imposed under Section 409A nor for reporting (or for failing to report) in good faith any payment made under this Agreement as an amount includible in gross income under Section 409A. Neither the Company nor any of its officers, directors or affiliates will have any liability to Executive or any other party if a payment or benefit under this Agreement is challenged by any taxing authority or is ultimately determined not to be exempt or compliant. Executive further understands and agrees that Executive will be entirely responsible for any and all taxes on any benefits payable to Executive as a result of this Agreement. In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable and/or benefits provided to the Executive under this Agreement, and such amounts payable and/or benefits provided to the Executive under this Agreement shall not be reduced because Executive obtains other employment, becomes self-employed and/or receives remuneration and/or benefits from a third party after the date of termination.

10. Covenant Not to Compete.

(a) The Executive recognizes that the services to be performed by him hereunder are special, unique and extraordinary. The parties confirm that it is reasonably necessary for the protection of the Company that the Executive agree, and accordingly, the Executive does hereby agree, that, he shall not, directly or indirectly, at any time during the "Restricted Period" within the "Restricted Area" engage in any "Restricted Business Activity" (as those terms are defined in Sections 10(b), (c) and (d) below). In the event of any inconsistencies between the terms of this Agreement and the NDA, this Agreement shall control.

(b) The term "Restricted Business Activity," as used in this Section 10, means that the Executive shall not, directly or indirectly:

(i) provide services, either on his own behalf or as an officer, director, partner, consultant, associate, employee, owner, agent, independent contractor, or coventurer of any third party that sells products or services that are directly competitive in airports with the core products or services sold by XpresSpa during Employment Period; or

(ii) solicit any material commercial relationships of XpresSpa, other than in the furtherance of the business of XpresSpa during the Employment Period;

provided however, that Restricted Business Activity shall not be construed to prevent and this Agreement shall not prevent the Executive from (i) owning, directly or indirectly, in the aggregate, an amount not exceeding two percent (2%) of the issued and outstanding voting securities of any class of any company whose voting capital stock is traded or listed on a national securities exchange or in the over-the-counter market; or (ii) soliciting any material commercial relationships of XpresSpa for the purpose of selling products or providing services that are not the same or substantially similar to the core products or services sold by XpresSpa during the Employment Period.

(c) The term “Restricted Period,” as used in this Section 10, shall mean during the Employment Period and for six (6) months after the date the Executive is no longer employed by the Company.

(d) The term “Restricted Area” as used in this Section 10 shall mean the United States of America and every country outside the United States of America where the Company and/or XpresSpa is directly or indirectly operating or Executive is aware that the Company and/or XpresSpa is planning to operate, is actively evaluating operating in such country in the future, or is involved in any negotiations, discussions or other actions relating to such plans, including but not limited to submitting or responding to a RFP; except for any country which the Company or XpresSpa has abandoned such plans or has ceased, without any reason (such as waiting for responses from third parties), to pursue such plans or to respond to a RFP for a period exceeding sixty (60) days.

(e) If any of the restrictions contained in this Section 10 shall be deemed to be unenforceable by reason of the extent, duration or geographical scope thereof, or otherwise, then the court making such determination shall have the right to reduce such extent, duration, geographical scope, or other provisions hereof, and in its reduced form this Section shall then be enforceable in the manner contemplated hereby.

(f) The provisions of this Section 10 shall survive the termination of the Executive's employment hereunder and until the end of the Restricted Period.

11. Executive's Representations. Executive hereby represents and warrants to the Company that (i) the execution, delivery and performance of this Agreement by Executive does not and shall not conflict with, breach, violate or cause a default under any contract, agreement, instrument, order, judgment or decree to which Executive is a party or by which Executive is bound, (ii) Executive is not a party to or bound by any employment agreement, noncompete agreement, non-solicitation agreement, covenants agreement, or confidentiality agreement with any other person or entity, (iii) Executive shall not use any confidential information or trade secrets of any third party in connection with the performance of Executive's duties hereunder and (iv) this Agreement constitutes the valid and binding obligation of Executive, enforceable against Executive in accordance with its terms. Executive hereby acknowledges and represents that Executive has had the opportunity to consult with independent legal counsel regarding Executive's rights and obligations under this Agreement and that Executive fully understands the terms and conditions contained herein.

12. Dispute Resolution.

(a) In the event of a breach or anticipated breach of the Agreement by either Party, the non-breaching Party shall inform the breaching Party by letter of the suspected or anticipated breach. The breaching Party shall have ten (10) days to cure said breach, if curable. In the event the breach has not been cured within ten (10) days, if curable, then, except as otherwise provided in Section 14(a), the non-breaching Party shall pursue a remedy or remedies through final and binding arbitration to which Sections 12 (b) and (c) below shall apply.

(b) Any dispute arising between the Parties under this Agreement or concerning Executive's employment or the termination of Executive's employment shall be submitted to final and binding arbitration before the American Arbitration Association ("AAA"). Such arbitration shall be conducted in New York, New York, and the arbitrator will apply New York law, including federal law as applied in New York courts. The arbitration shall be conducted in accordance with AAA Employment Arbitration Rules as modified herein. The arbitration shall be conducted by a single arbitrator and the award of the arbitrator shall be final and binding on the parties, and judgment on the award may be confirmed and entered in any state or federal court in the State and City of New York. The arbitration shall be conducted on a strictly confidential basis, and the Parties shall not disclose the existence of a claim, the nature of a claim, any documents, exhibits, or information exchanged or presented in connection with such a claim, or the result of any action (collectively, "Arbitration Materials") to any third party, with the sole exception of their respective legal counsel, who also shall be bound by these confidentiality terms. Nothing herein shall prevent either Party from seeking or obtaining an injunction in aid of arbitration, nor from confirming the award of the arbitrator in court.

(c) In the event of any court proceeding, including a court proceeding to challenge or enforce an arbitrator's award, the parties hereby consent to the exclusive jurisdiction of the state and federal courts in New York, New York and agree to venue in that jurisdiction. Each Party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by delivering a copy thereof to such Party in accordance with the notice provisions of Section 13 below. The Parties agree to take all steps necessary to protect the confidentiality of all confidential information, including the Arbitration Materials (if applicable), in connection with any such proceeding, agree to file all confidential information under seal, and agree to the entry of an appropriate protective order.

13. Defend Trade Secrets Act of 2016 Notice. In accordance with the federal Defend Trade Secrets Act of 2016 ("DTSA"), nothing in this Agreement is intended to interfere with or discourage the Executive's good faith disclosure of a trade secret or other confidential information to any governmental entity related to a suspected violation of law. Notwithstanding anything to the contrary in this Agreement, the DTSA provides that the Executive cannot be held criminally or civilly liable under any federal or state trade secret law (a) if the Executive discloses a trade secret or other confidential information (i) in confidence (A) to any federal, state, or local government official, either directly or indirectly, or (B) an attorney, and solely for the purpose of reporting or investigating a suspected violation of the law; or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and does not disclose the trade secret, except pursuant to court order. Should the Executive file a lawsuit for retaliation for reporting a suspected violation of law, he may disclose the trade secret to his attorney and use the trade secret information in the court proceeding, if the Executive (y) files any document containing the trade secret under seal, and (z) does not disclose the trade secret, except pursuant to court order.



14. Miscellaneous.

(a) The Executive acknowledges that the services to be rendered by him under the provisions of this Agreement are of a special, unique and extraordinary character and that it would be difficult or impossible to replace such services. Furthermore, the parties acknowledge that monetary damages alone would not be an adequate remedy for any breach by the Executive of this Agreement. Accordingly, the Executive agrees that any breach or threatened breach by him of this Agreement or the NDA shall entitle the Company, in addition to all other legal remedies available to it, to apply to any court of competent jurisdiction to seek to enjoin such breach or threatened breach. The parties understand and intend that each restriction agreed to by the Executive hereinabove shall be construed as separable and divisible from every other restriction, that the unenforceability of any restriction shall not limit the enforceability, in whole or in part, of any other restriction, and that one or more or all of such restrictions may be enforced in whole or in part as the circumstances warrant. In the event that any restriction in this Agreement is more restrictive than permitted by law in the jurisdiction in which the Company seeks enforcement thereof, such restriction shall be limited to the extent permitted by law. The remedy of injunctive relief herein set forth shall be in addition to, and not in lieu of, any other rights or remedies that the Company may have at law or in equity.

(b) The Executive may not assign or delegate any of his rights or duties under this Agreement without the express written consent of the Company. The Company will require any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. As used in this Agreement, the "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which executes and delivers the agreement provided for in this subsection (b) or which otherwise becomes bound by all of the terms and provisions of this Agreement by operation of law.

(c) This Agreement, together with the NDA and any indemnification agreement, equity plan, stock option agreement, restricted stock unit agreement or other stock agreement to which plaintiff is a party or otherwise subject to, constitutes and embodies the full and complete understanding and agreement of the parties with respect to the Executive's employment by the Company, and supersedes all prior understandings and agreements, whether oral or written, between the Executive and the Company, and shall not be amended, modified or changed except by an instrument in writing executed by the party to be charged. The invalidity or partial invalidity of one or more provisions of this Agreement shall not invalidate any other provision of this Agreement. No waiver by either party of any provision or condition to be performed shall be deemed a waiver of similar or dissimilar provisions or conditions at the same time or any prior or subsequent time.

(d) Executive acknowledges that he has had the opportunity to be represented by separate independent counsel in the negotiation of this Agreement, has consulted with his attorney of choice, or voluntarily chose not to do so, concerning the execution and meaning of this Agreement, and has read this Agreement and fully understands the terms hereof, and is executing the same of his own free will. Executive warrants and represents that he has had sufficient time to consider whether to enter into this Agreement and that he is relying solely on his own judgment and the advice of his own counsel, if any, in deciding to execute this Agreement.

(e) This Agreement shall inure to the benefit of, be binding upon and enforceable against, the parties hereto and their respective successors, heirs, beneficiaries and permitted assigns including, any successor of the Company including a purchaser of all or substantially all of Company's assets.

(f) If this Agreement or the Employment Period is terminated for any reason, the NDA and Sections 9 and 10 shall survive termination of this Agreement.

(g) The headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

(h) All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when personally delivered, sent by registered or certified mail, return receipt requested, postage prepaid, or by reputable national overnight delivery service (e.g. FedEx) for overnight delivery to the party at the address set forth in the preamble to this Agreement, or to such other address as either party may hereafter give the other party notice of in accordance with the provisions hereof. Notices shall be deemed given on the sooner of the date actually received or the third business day after deposited in the mail or one business day after deposited with an overnight delivery service for overnight delivery.

(i) This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without reference to principles of conflicts of laws.

(j) This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instrument. The parties hereto have executed this Agreement as of the date set forth above.

(k) Each Party will pay its own costs and expenses related to the transactions contemplated by this Agreement.

*[Remainder of Page Intentionally Left Blank]*

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the Executive and the Company have caused this Executive Employment Agreement to be executed as of the date first above written.

**COMPANY:**

XPRESSPA GROUP, INC.

By:  /s/ Bruce Bernstein  
Name: Bruce Bernstein  
Title: Chairman of the Board of Directors

**EXECUTIVE:**

/s/ Douglas Satzman  
DOUGLAS SATZMAN

EXHIBIT A  
INCENTIVE COMPENSATION

**EXHIBIT B**

2012 EMPLOYEE, DIRECTOR AND CONSULTANT EQUITY INCENTIVE PLAN (as amended on November 28, 2016)

EXHIBIT C  
FORM OF NDA

EXHIBIT D

**FORM OF SEPARATION AGREEMENT RELEASE**

# XpresSpa Group

## **XpresSpa Names Douglas Satzman as CEO and Director Former CEO and Director Ed Jankowski to Depart**

NEW YORK, February 13, 2019 - XpresSpa Group, Inc. (Nasdaq: XSPA), a health and wellness company, today named Douglas Satzman as its new CEO following the departure of former CEO and Director Ed Jankowski. Mr. Satzman has also been appointed to the Board to fill the vacancy created by the departure of Mr. Jankowski.

Over the past several months, the Board had been discussing Mr. Jankowski's future service to the Company with him while conducting a formal search to identify and recruit a highly qualified executive so as to ensure a smooth transition in the C-suite.

Mr. Satzman is an energizing and successful C-level executive with a 20+ year track record of high revenue growth, profit achievement and talent development at blue-chip multi-channel retailers in the US and EMEA.

Bruce Bernstein, Chairman of the Board, said, "We are very pleased to welcome Doug to our executive leadership team as our new CEO. Doug brings to us extensive company experience leading billion dollar as well as smaller founder led organizations and has a proven track record of successful business transformations characterized by significant improvements in sales and profitability."

Mr. Bernstein continued, "The Board is confident that it has found an ideal candidate in Mr. Satzman to lead XpresSpa in reaching its full potential within the burgeoning health and wellness industry and therefore moved quickly and opportunistically to effect an executive transition. We are excited and confident in his ability to lead XpresSpa as we execute our priorities and plans for sustainable growth and profitability over the long term. We also thank Ed for his service and wish him the very best in the future."

Mr. Satzman added, "It is my privilege to be appointed as the next CEO for XpresSpa. I am excited to work with the Board and our talented team to lead this next chapter of growth and focus on raising the level of hospitality of the guest experience."

Mr. Satzman most recently served as CEO of Joe Coffee Company, a premium Specialty Coffee chain serving craft roasted coffee and artisanal food items with over 20 company owned cafes in New York City and Philadelphia. During his tenure, he created a multi-channel national growth plan, created infrastructure and assembled a leadership team after the first private equity investment in the 15 year-old family business. Previously, Mr. Satzman was Chief Executive Officer, US of Le Pain Quotidien, a premium Bakery & Full Service Restaurant chain serving artisanal breads/ pastries, organic products & wholesome cuisine in over 90+ company owned restaurants across the US where he developed a long-term growth strategy focused on building organic sales, opening new stores and markets, creating multi-channel growth platforms and leveraging technology. He also re-organized the corporate and field teams which resulted in improved customer service, improved store level support and reduced costs.

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Prior to that, Mr. Satzman spent fourteen years at Starbucks Coffee Company where he held roles of increasing responsibility across the US and Europe, culminating in being named Senior Vice- President, EMEA Business Development & Channel Operations. In that role, he led and delivered a high growth strategy across Europe, Russia, Middle East and Africa as well as non-company owned retail operations across 35+ countries. During his assignments in the US and EMEA, Mr. Satzman's direct responsibilities included leading the Travel vertical including operations and business development across all airports resulting in significant revenue, profit and growth.

Mr. Jankowski stated, "While I have greatly enjoyed my experience at XpresSpa in helping to solidify the brand's strong positioning in health and wellness and improve its financial condition, I am looking forward to the later phases of my corporate and personal life. I appreciate the Board working with me on this executive transition and wish only the best for XpresSpa and its leadership."

#### **About XpresSpa Group, Inc.**

XpresSpa Group, Inc. (Nasdaq: XSPA) is a health and wellness company. XpresSpa Group's core asset, XpresSpa, is the world's largest airport spa company, with 57 locations in 23 airports globally, including one off-airport spa at Westfield World Trade Center in New York City. XpresSpa offers services that are tailored specifically to the busy customer. XpresSpa is committed to providing exceptional customer experiences with its innovative premium spa services, as well as exclusive luxury travel products and accessories. XpresSpa serves almost one million customers per year at its locations in the United States, Holland, and the United Arab Emirates. XpresSpa Group's non-core assets include Infomedia and intellectual property assets. To learn more about XpresSpa Group, visit: [www.XpresSpaGroup.com](http://www.XpresSpaGroup.com). To learn more about XpresSpa, visit [www.XpresSpa.com](http://www.XpresSpa.com)

#### **Investor Relations:**

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