UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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): May 16, 2019

EVINE Live Inc.

(Exact name of registrant as specified in its charter)

Minnesota	**001-37495**	**41-1673770**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

6740 Shady Oak Road,
Eden Prairie, Minnesota 55344-3433
(Address of principal executive offices)

+1 (952) 943-6000
(Registrant's telephone number, including area code)

Not applicable
(Former name or former address, if changed since last report)

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

☐ 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))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $0.01 par value	**EVLV**	**The Nasdaq Stock Market**

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. ☐

Item 1.01 Entry into a Material Definitive Agreement

On May 16, 2019, we entered into a cooperation agreement with Cruiser Capital Master Fund LP and certain of its affiliates (collectively, the "Investors"). The agreement is filed as Exhibit 10.1 to this Current Report on Form 8-K.

Pursuant to the agreement, we agreed to, among other things, nominate Benoît Pierre François Jamar and Aaron P. Reitkopf for election at the 2019 annual meeting of shareholders alongside the other continuing members of the Board. With respect to the 2019 annual meeting, the Investors agreed to, among other things, vote in favor of our director nominees and, subject to certain conditions, vote in accordance with our recommendation on all other proposals.

The Investors also agreed to certain customary standstill provisions, effective as of the date of the agreement through the date that is the earlier of (x) 30 calendar days prior to the shareholder nomination deadline for our 2020 annual meeting of shareholders, (y) 100 calendar days prior to the first anniversary of our 2019 annual meeting of shareholders, or (z) upon 10 calendar days' prior written notice delivered by the Investors to our company following a material breach of the agreement by our company (the "Standstill Period"), prohibiting the Investors from, among other things, (i) making certain public announcements, (ii) soliciting proxies to vote any securities in opposition of a proposal or recommendation of our board of directors; (iii) purchasing shares representing more than 9.9% of our outstanding common stock; (iv) publicly taking actions or making proposals to change or influence our board of directors, our management or the direction of certain company matters; and (v) exercising certain shareholder rights. Our company and the Investors also made certain customary representations and agreed to mutual non-disparagement provisions.

The foregoing description of the Agreement is qualified in its entirety by reference to the full text of the Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated by reference.

Benoît Jamar , age 64, has been an investor since 2000 and since December 2017, has served as a director of SunEdison, a formerly public alternative energy company that emerged from Chapter 11 as a privately held company. From April 2014 to January 2016, Mr. Jamar served as managing partner of investment bank Jacob Securities, and from September 2009 through April 2014 he served as managing partner of OBX Partners LLC, an investment banking firm. He was a partner at Vik Brothers International from March 2004 to September 2009, and from March 2001 to March 2004 served as managing director of Sheffield Merchant Banking Group, the investment banking arm of CRT Capital. From 1989 to 2001 Mr. Jamar served as managing director of Donaldson, Lufkin & Jenrette, from 1986 to 1989 he served as a vice president at Lehman Brothers, and from 1982 to 1986 he was an assistant vice president for Citibank. Mr. Jamar brings to the Board significant experience working with companies on financial restructurings and sophisticated financial transactions.

Aaron P. Reitkopf , age 52, has served as the Global Chairman of MullenLowe Profero, a global, experience-led transformation agency that is part of the MullenLowe Group. MullenLowe Group is an integrated marketing communications network consisting of specialized agencies in communications, media, CRM, public relations and experience-led transformation. Since 2018 Mr. Reitkopf has also served as one of eight members of the global executive committee responsible for the strategic direction and performance of the MullenLowe Group. Mr. Reitkopf has also served on the board of Amref, the largest healthcare NGO in Africa, since 2017. From 1996 to 2010, Mr. Reitkopf served as Chief Executive Officer and President of KBS+, a marketing communications company. Prior to that Mr. Reitkopf worked in various positions for different advertising agencies, as well as being a trader on Wall Street. Mr. Reitkopf brings to the Board deep contemporary integrated marketing communications expertise across all channels with deep expertise in multiple business-to-business and business-to-consumer industries.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

The following exhibits are being filed or furnished with this Current Report on Form 8-K:

Exhibit No.	Description
10.1	Cooperation Agreement, dated as of May 16, 2019, among Cruiser Capital Master Fund LP, certain of Cruiser Capital Master Fund's affiliates, and EVINE Live Inc.

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.

Date: May 21, 2019

EVINE Live Inc.

By: /s/ *Andrea M. Fike*
Andrea M. Fike
General Counsel

COOPERATION AGREEMENT

This Cooperation Agreement, dated as of May 16, 2019 (this " ***Agreement*** "), is made and entered into by EVINE Live Inc., a Minnesota corporation (the " ***Company*** "), and each of the other persons set forth on the signature page hereto (each, an " ***Investor*** " and collectively, the " ***Investors*** " or, together with their respective Affiliates and Associates, the " ***Investor Group*** "), which persons presently are or may be deemed to be members of a "group" with respect to the common stock of the Company, $0.01 par value per share (the " ***Common Stock*** "), pursuant to Rule 13d-5 promulgated by the U.S. Securities and Exchange Commission (the " ***SEC*** ") under the Securities Exchange Act of 1934, as amended (the " ***Exchange Act*** ").

RECITALS

The Company and the Investor Group have determined to come to an agreement with respect to certain matters relating to the composition of the Company's Board of Directors (the " ***Board*** ") and related matters, as provided in this Agreement.

AGREEMENT

In consideration of the foregoing premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **BOARD COMPOSITION** .

(a) NOMINATION OF NEW INDEPENDENT DIRECTORS . The Company shall take the necessary steps to cause the Board and all applicable committees thereof to nominate Benoît Pierre François Jamar and Aaron P. Reitkopf (the " ***New Independent Directors*** ") for election to the Board at the Company's 2019 annual meeting of shareholders (the " ***2019 Annual Meeting*** "). The Company shall (i) recommend, and reflect such recommendation in the Company's definitive proxy statement in connection with the 2019 Annual Meeting, that the shareholders of the Company vote to elect the New Independent Directors as directors of the Company at the 2019 Annual Meeting for a term of office expiring at the 2020 annual meeting of the shareholders of the Company (the " ***2020 Annual Meeting*** ") and (ii) solicit, obtain proxies in favor of, and otherwise support the election of the New Independent Directors at the 2019 Annual Meeting, in a manner no less favorable than the manner in which the Company supports its other nominees for election at the 2019 Annual Meeting.

(b) BOARD MATTERS . Prior to the date of execution of this Agreement, the New Independent Directors have provided to the Board's Corporate Governance and Nominating Committee the completed directors' and officers' questionnaire (in the form customarily used for the Company's independent or non-management directors), which questionnaires contain biographical information regarding the New Independent Directors that is required to be included in a proxy statement to be filed by the Company with the SEC pursuant to the Exchange Act.

(c) REPLACEMENT OF A NEW INDEPENDENT DIRECTOR . In the event that a New Independent Director (or his replacement appointed pursuant to this Section 1(c)) is unable or unwilling to serve as a director of the Company (other than on account of failure to be elected) during the Standstill Period, and at such time the Investor Group beneficially owns in the aggregate at least the lesser of 1.0% of the Company's then-outstanding Common Stock and 850,000 shares of Common Stock (subject to adjustment for stock splits, reclassifications, combinations and similar adjustments) (such lesser amount, the " ***Minimum Ownership Threshold*** "), the Investor Group shall have the right to propose a replacement for such director (a " ***Replacement*** ") who (i) qualifies as "independent" pursuant to SEC regulations and the listing standards of The Nasdaq Stock Market LLC and (ii) has, in the reasonable and good faith judgment of the Company, relevant financial and business experience to serve on the Board. Any Replacement must be approved by the Company, such consent not to be unreasonably withheld. The Company shall appoint any such Replacement who meets the foregoing criteria to the Board to replace the applicable New Independent Director, with such Replacement to serve as a director and as a member of those Board committees on which the New Independent Director served (if qualified under applicable law and stock exchange regulations), in each case, during the unexpired term, if any, of such New Independent Director. Such Replacement shall thereafter be considered a New Independent Director for all purposes of this Agreement. The Investor Group shall promptly (and in any event within five business days) inform the Company in writing if the Investor Group fails to satisfy the Minimum Ownership Threshold at any time.

(d) Board Policies and Procedures. The Investor Group acknowledges that the New Independent Directors shall be required to comply with all policies, processes, procedures, codes, rules, standards, and guidelines applicable, from time to time, to members of the Board, including the Company's Code of Conduct, and policies on confidentiality, ethics, hedging and pledging of Company securities, public disclosures, stock trading, and stock ownership (provided that any amendment or revision of the foregoing shall not affect any rights of the Investor Group provided in this Section 1), and the New Independent Directors and the Investor Group shall provide the Company with such information as is reasonably requested by the Company concerning the New Independent Directors and/or the Investor Group as is required to be disclosed under applicable law or stock exchange regulations, in each case as promptly as necessary to enable the timely filing of the Company's proxy statement and other periodic reports with the SEC.

(e) Rights and Benefits of the New Independent Directors. The Company agrees that each New Independent Director shall receive (i) the same benefits of director and officer insurance, and any indemnity and exculpation arrangements available generally to the other directors on the Board, (ii) the same compensation for his service as a director as the compensation received by other non-management directors on the Board, and (iii) such other benefits on the same basis as all other non-management directors on the Board, including having the Company (or its legal counsel) prepare and file with the SEC, at the Company's expense, any Forms 3, 4, and 5 under Section 16 of the Exchange Act that are required to be filed by directors of the Company.

2. **2019 Annual Meeting** .

(a) Subject to the Company's compliance with Section 1(a) , the Investor Group hereby withdraws its nomination letter to the Company dated March 15, 2019 with respect to the 2019 Annual Meeting.

(b) The Investor Group agrees not to bring any nominations, business, or proposals before or at the 2019 Annual Meeting and agrees not to deliver to the Company or any representative thereof any advance notices of nominations or shareholder proposals with respect to any meeting of the Company's shareholders during the Standstill Period.

(c) Each Investor shall cause all shares of Common Stock beneficially owned by it and its Affiliates and Associates to be (i) present for quorum purposes at the 2019 Annual Meeting and at any special meeting of Company shareholders held during the Standstill Period, and at any adjournments or postponements thereof, and (ii) voted at all such meetings in favor of all directors nominated by the Board for election and in accordance with all Board recommendations for any other proposals; provided that this Section 2(c) shall not preclude the ability of any Investor to vote its shares of Common Stock for or against any merger or similar extraordinary transaction involving the acquisition of the Company's securities.

3. **Standstill** .

(a) Each Investor agrees that, from the date of this Agreement until the expiration of the Standstill Period, without the prior written authorization or invitation of the Board, neither it nor any of its Related Persons will, and it will cause each of its Related Persons not to, directly or indirectly, in any manner:

(i) publicly propose or publicly announce or otherwise publicly disclose an intent to propose or enter into or agree to enter into, singly or with any other person, directly or indirectly, (x) any form of business combination or acquisition or other transaction relating to a material amount of assets or securities of the Company or any of its subsidiaries, (y) any form of restructuring, recapitalization, or similar transaction with respect to the Company or any of its subsidiaries, or (z) any form of tender or exchange offer for the Common Stock, whether or not such transaction involves a change of control of the Company; provided , however , that this clause (i) shall not preclude the tender by any Investor of any securities of the Company into any tender or exchange offer not made, financed, or otherwise supported by the Investor Group or any Affiliate or Associate thereof or preclude the ability of any Investor to vote its shares of Common Stock for or against any transaction involving the Company's securities where the transaction is not proposed or sponsored by any Investor or any Affiliate or Associate thereof;

(ii) engage in any solicitation of proxies or written consents to vote any voting securities of the Company, or conduct any non-binding referendum with respect to any voting securities of the Company, or assist or participate (other than by determining how to vote their own shares) in any other way, directly or indirectly, in any solicitation of proxies or written consents with respect to any voting securities of the Company, or otherwise become a "participant" in a "solicitation," as such terms are defined in Instruction 3 of Item 4 of Schedule 14A and Rule 14a-1 of Regulation 14A, respectively, under the Exchange Act, to vote any securities of the Company in opposition to any recommendation or proposal of the Board;

(iii) acquire, offer, or propose to acquire, or agree to acquire, directly or indirectly, whether by purchase, tender or exchange offer, through the acquisition of control of another person, by joining a partnership, limited partnership, syndicate, or other group (including any group of persons that would be treated as a single "person" under Section 13(d) of the Exchange Act), through swap or hedging transactions or otherwise, any additional securities of the Company or any rights decoupled from the underlying securities of the Company, to the extent that the Investor Group's total beneficial ownership would exceed in the aggregate (among all of the Investors and any Affiliate or Associate thereof) 9.9% of the Common Stock outstanding;

(iv) except in Rule 144 open-market broker-sale transactions where the identity of the purchaser is not known and in underwritten widely-dispersed public offerings, sell, offer, or agree to sell directly or indirectly, through swap or hedging transactions or otherwise, the securities of the Company or any rights decoupled from the underlying securities held by the Investors to any person or entity not (A) a party to this Agreement, (B) a member of the Board, (C) an officer of the Company, or (D) an Affiliate or Associate of the Investors (any person or entity not set forth in clauses (A)-(D) shall be referred to as a " ***Third Party*** ") that would knowingly result in such Third Party, together with its Affiliates and Associates, owning, controlling or otherwise having any, beneficial, economic or other ownership interest representing in the aggregate in excess of 5% of the shares of Common Stock outstanding at such time;

(v) except as otherwise set forth in this Agreement, take any action in support of or make any proposal or request that constitutes: (A) controlling, changing, or influencing the Board or management of the Company, including any plans or proposals to change the number or term of directors or to fill any vacancies on the Board, (B) any material change in the capitalization, stock repurchase programs and practices, or dividend policy of the Company, (C) any other material change in the Company's management, business, or corporate structure, (D) seeking to have the Company waive or make amendments or modifications to the Company's Amended and Restated Articles of Incorporation or Bylaws, or other actions that may impede or facilitate the acquisition of control of the Company by any person, (E) causing a class of securities of the Company to be delisted from, or to cease to be authorized to be quoted on, any securities exchange; or (F) causing a class of securities of the Company to become eligible for termination of registration pursuant to Section 12(g)(4) of the Exchange Act;

(vi) call or seek to call, or request the call of, alone or in concert with others, any meeting of shareholders, whether or not such a meeting is permitted by the Company's Amended and Restated Articles of Incorporation or Bylaws, including a "town hall meeting";

(vii) publicly seek, alone or in concert with others, representation on the Board, except as expressly permitted by this Agreement;

(viii) initiate, encourage or in any "vote no," "withhold," or similar campaign;

(ix) deposit any Common Stock in any voting trust or subject any Common Stock to any arrangement or agreement with respect to the voting of any Common Stock (other than any such voting trust, arrangement, or agreement solely among the members of the Investor Group that is otherwise in accordance with this Agreement);

(x) seek, or knowingly encourage any person, to submit nominations in furtherance of a "contested solicitation" for the election or removal of directors with respect to the Company or seek or knowingly encourage any action with respect to the election or removal of any directors of the Company or with respect to the submission of any shareholder proposals (including any submission of shareholder proposals pursuant to Rule 14a-8 under the Exchange Act);

(xi) form, join, or in any other way participate in any "group" (within the meaning of Section 13(d)(3) of the Exchange Act) with respect to the Common Stock (other than the Investor Group);

(xii) commence, encourage, or support any derivative action in the name of the Company, or any class action against the Company or any of its officers or directors in order to, directly or indirectly, effect any of the actions expressly prohibited by this Agreement or cause the Company to amend or waive any of the provisions of this Agreement; provided , however , that for the avoidance of doubt, the foregoing shall not prevent any of the Investor Group from (A) bringing litigation to enforce the provisions of this Agreement, (B) making counterclaims with respect to any proceeding initiated by, or on behalf of, the Company against an Investor, (C) bringing bona fide commercial disputes that do not relate to the subject matter of this Agreement or the topics covered in any correspondence between the Company and the Investor Group prior to the date hereof, or (D) exercising statutory dissenter's, appraisal, or similar rights under the Minnesota Business Corporation Act; provided , further , that the foregoing shall also not prevent the Investors from responding to or complying with a validly issued legal process in connection with litigation that it did not initiate, invite, facilitate or encourage, except as otherwise permitted in this Section 3(a)(xi) ;

(xiii) disclose publicly or privately in a manner that could reasonably be expected to become public any intent, purpose, plan, or proposal with respect to the Board, the Company, its management, policies or affairs, any of its securities or assets, or this Agreement that is inconsistent with the provisions of this Agreement;

(xiv) enter into any negotiations, agreements, or understandings with any person or entity with respect to any of the foregoing, or advise, knowingly assist, knowingly encourage, or knowingly seek to persuade any person or entity to take any action or make any statement with respect to any of the foregoing, or otherwise take or cause any action or make any statement inconsistent with any of the foregoing;

(xv) make any request or submit any proposal to amend the terms of this Agreement other than through non-public communications with the Company that would not be reasonably determined to trigger public disclosure obligations for any party;

(xvi) take any action challenging the validity or enforceability of any of the provisions of this Section 3 or publicly disclose, or cause or facilitate the public disclosure (including the filing of any document with the SEC or any other governmental agency or any disclosure to any journalist, member of the media, or securities analyst) of, any intent, purpose, plan, or proposal to either (A) obtain any waiver or consent under, or any amendment of, any provision of this Agreement, or (B) take any action challenging the validity or enforceability of any provisions of this Section 3 ; or

(xvii) otherwise take, or solicit, cause or encourage others to take, any action inconsistent with the foregoing.

(b) Notwith standing the foregoing, the provisions of this Section 3 shall not limit in any respect the actions of any director of the Company (including the New Independent Directors) in his or her capacity as such, recognizing that such actions are subject to such director's fiduciary duties to the Company and its shareholders (it being understood and agreed that neither the Investors nor any of their Affiliates or Associates shall seek to do indirectly through the New Independent Directors anything that would be prohibited if done by any of the Investors or their Affiliates and Associates directly).

(c) The foregoing provisions of this Section 3 shall not be deemed to prohibit the Investor Group or its directors, officers, partners, employees, members, or agents, in each case acting in such capacity (" ***Investor Agents*** "), from communicating privately regarding or privately advocating for or against any of the matters described in this Section 3 with the Company's directors or officers, so long as such communications are not intended to, and would not reasonably be expected to, require any public disclosure of such communications or requests.

(d) The foregoing provisions of this Section 3 shall not be deemed to prohibit the Investor Group or its Investor Agents from privately discussing or proposing to any person that such person enter into an agreement with the Company respecting an investment, merger, consolidation, acquisition, business combination, sale of a division, sale of substantially all assets, recapitalization, restructuring, liquidation, dissolution, or other similar extraordinary transaction involving the Company or any of its Affiliates (an " Extraordinary Transaction "); provided that any such Extraordinary Transaction may only be presented to the Board for the Board's consideration or approval, and may not be publicly disclosed in any manner; and provided further that if the Board does not approve and recommend any such Extraordinary Transaction, then the Investor Group may not take any further actions to encourage, support, recommend, advocate or consummate said Extraordinary Transaction.

(e) As of the date of this Agreement, none of the Investors is engaged in any discussions or negotiations with any person, and none of the Investors has any agreements, arrangements, or understandings, written or oral, formal or informal, and whether or not legally enforceable, with any person concerning the acquisition of economic ownership of any securities of the Company, and none of the Investors has actual and non-public knowledge that any other shareholders of the Company, including any shareholders that have a Schedule 13D currently on file with the SEC with respect to the Company, have any present or future intention of taking any actions that if taken by the Investors would violate any of the terms of this Agreement. The Investors agree to refrain from taking any actions during the Standstill Period to intentionally encourage other shareholders of the Company or any other persons to engage in any of the actions referred to in the previous sentence.

(f) As used in this Agreement, the terms " ***Affiliate*** " and " ***Associate*** " shall have the respective meanings set forth in Rule 12b-2 promulgated by the SEC under the Exchange Act; the terms "beneficial owner" and "beneficial ownership" shall have the same meanings as set forth in Rule 13d-3 promulgated by the SEC under the Exchange Act; the terms "economic owner" and "economically own" shall have the same meanings as "beneficial owner" and "beneficially own," except that a person will also be deemed to economically own and to be the economic owner of (i) all shares of Common Stock that such person has the right to acquire pursuant to the exercise of any rights in connection with any securities or any agreement, regardless of when such rights may be exercised and whether they are conditional, and (ii) all shares of Common Stock in which such person has any economic interest, including pursuant to a cash-settled call option or other derivative security, contract, or instrument in any way related to the price of shares of Common Stock; the terms "person" or "persons" shall mean any individual, corporation (including not-for-profit), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, or other entity of any kind or nature; and the term " ***Related Person*** " shall mean, as to any person, any Affiliates or Associates of such person.

(g) Notwithstanding anything contained in this Agreement to the contrary, the provisions of Sections 1, 2, and 3 shall automatically terminate upon (i) the announcement by the Company that it has entered into a definitive agreement with respect to any merger, consolidation, acquisition, business combination, sale of a division, sale of substantially all assets, recapitalization, restructuring, liquidation, dissolution, or other similar extraordinary transaction that would, if consummated, result in the acquisition by any person or group of persons (other than any direct or indirect subsidiaries of the Company) of more than 50% of the Common Stock; or (ii) the commencement of any tender or exchange offer (by a person other than the Investor Group) that, if consummated, would result in the acquisition by any person or group of more than 50% of the Common Stock, where the Company files a Schedule 14D-9 (or any amendment thereto), other than a "stop, look and listen" communication by the Company pursuant to Rule 14d-9(f) promulgated under the Exchange Act, that does not recommend that the Company's shareholders reject such tender or exchange offer.

(h) For purposes of this Agreement, " ***Standstill Period*** " shall mean the period commencing on the date of this Agreement and ending at 11:59 p.m., Eastern Time, on the date that is the earlier of (x) 30 calendar days prior to the expiration of the advance-notice period for the submission by shareholders of director nominations for consideration at the 2020 Annual Meeting (as set forth in the advance-notice provisions of the Company's Amended and Restated Bylaws), (y) 100 calendar days prior to the first anniversary of the 2019 Annual Meeting, or (z) upon 10 calendar days' prior written notice delivered by any of the Investor Group to the Company following a material breach of this Agreement by the Company, including the Company's failure to nominate the New Independent Directors or to appoint any Replacement in accordance with Section 1 , in each case, if such breach has not been cured within such notice period, provided that any members of the Investor Group are not then in material breach of this Agreement.

4. **Expenses** . The Company shall reimburse the Investor Group for its reasonable, documented out-of-pocket fees and expenses (including legal expenses) incurred in connection with the Investor Group's nomination notice, all matters related to the 2019 Annual Meeting, and the negotiation and execution of this Agreement; provided that such reimbursement shall not exceed $75,000 in the aggregate. Payment shall be made as expeditiously as possible, but in any event shall be made within five (5) business days following the Company's receipt of documentation supporting such expenses.

5. **Representations and Warranties of the Company** . The Company represents and warrants to the Investors that (a) the Company has the corporate power and authority to execute this Agreement and to bind it thereto, (b) this Agreement has been duly and validly authorized, executed and delivered by the Company, constitutes a valid and binding obligation and agreement of the Company, and is enforceable against the Company in accordance with its terms, except as enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or similar laws generally affecting the rights of creditors and subject to general equity principles, and (c) the execution, delivery, and performance of this Agreement by the Company does not and will not violate or conflict with (i) any law, rule, regulation, order, judgment, or decree applicable to it, or (ii) result in any breach or violation of or constitute a default (or an event that with notice or lapse of time or both could become a default) under or pursuant to, or result in the loss of a material benefit under, or give any right of termination, amendment, acceleration, or cancellation of, any organizational document, or any material agreement, contract, commitment, understanding, or arrangement to which the Company is a party or by which it is bound.

6. **Representations and Warranties of the Investors** . Each Investor, on behalf of itself, severally, and not jointly, represents and warrants to the Company that (a) as of the date hereof, such Investor beneficially owns, directly or indirectly, only the number of shares of Common Stock as described opposite its name on Exhibit A , and Exhibit A includes all Affiliates and Associates of any Investors that own any securities of the Company beneficially or of record and reflects all shares of Common Stock in which the Investors have any interest or right to acquire, whether through derivative securities, voting agreements, or otherwise (other than a broad-based market basket or index), (b) this Agreement has been duly and validly authorized, executed, and delivered by such Investor, and constitutes a valid and binding obligation and agreement of such Investor, enforceable against such Investor in accordance with its terms, except as enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or similar laws generally affecting the rights of creditors and subject to general equity principles, (c) such Investor has the authority to execute this Agreement on behalf of itself and the applicable Investor associated with that signatory's name, and to bind such Investor to the terms hereof, (d) each of the Investors shall use its commercially reasonable efforts to cause its respective Affiliates and Associates to comply with the terms of this Agreement, and (e) the execution, delivery, and performance of this Agreement by such Investor does not and will not violate or conflict with (i) any law, rule, regulation, order, judgment, or decree applicable to it, or (ii) result in any breach or violation of or constitute a default (or an event that with notice or lapse of time or both could become a default) under or pursuant to, or result in the loss of a material benefit under, or give any right of termination, amendment, acceleration, or cancellation of, any organizational document, agreement, contract, commitment, understanding, or arrangement to which such member is a party or by which it is bound. The Investor Group acknowledges the Shareholder Rights Plan (the " ***Rights Plan*** ") with Wells Fargo Bank, N.A., a national banking association, and that under the Rights Plan, any Investor must seek a waiver from the Company under the Rights Plan prior to acquiring beneficial ownership of 4.99% or more of the Common Stock outstanding, subject to certain exceptions under the Rights Plan.

7. **MUTUAL NON-DISPARAGEMENT** .

(a) Each Investor agrees that, until the earlier of (i) the expiration of the Standstill Period and (ii) any material breach of this Agreement by the Company (provided that the Company shall have three business days following written notice from such Investor of any material breach to remedy such material breach if capable of remedy), neither it nor any of its Affiliates or Associates will, and it will cause each of its Affiliates and Associates not to, directly or indirectly, publicly make, express, transmit, speak, write, or otherwise publicly state (or cause, further, assist, solicit, encourage, support, or participate in any of the foregoing), any remark, comment, message, information, declaration, communication, or other statement of any kind, whether verbal or in writing, that might reasonably be construed to be derogatory or critical of, or negative toward, the Company or any of its current or former directors, officers, Affiliates, Associates, subsidiaries, employees, agents, or representatives (collectively, the " ***Company Representatives*** "), or that reveals, discloses, incorporates, is based upon, discusses, includes, or otherwise involves any confidential or proprietary information of the Company or its subsidiaries or Affiliates or Associates, or to malign, harm, disparage, defame, or damage the reputation or good name of the Company, its business or any of the Company Representatives.

(b) The Company hereby agrees that, until the earlier of (i) the expiration of the Standstill Period and (ii) any material breach of this Agreement by an Investor (provided that such Investor shall have three business days following written notice from the Company of any material breach to remedy such material breach if capable of remedy), neither it nor any of its Affiliates will, and it will cause each of its Affiliates not to, directly or indirectly, publicly make, express, transmit, speak, write, or otherwise publicly state (or cause, further, assist, solicit, encourage, support, or participate in any of the foregoing), any remark, comment, message, information, declaration, communication, or other statement of any kind, whether verbal or in writing, that might reasonably be construed to be derogatory or critical of, or negative toward, the Investors or their Affiliates or Associates or any of the Investor Agents, or that reveals, discloses, incorporates, is based upon, discusses, includes, or otherwise involves any confidential or proprietary information of any Investor or its Affiliates or Associates, or to malign, harm, disparage, defame, or damage the reputation or good name of any Investor, its business or any of the Investor Agents.

(c) Notwithstanding the foregoing, nothing in this Section 7 or elsewhere in this Agreement shall prohibit:

(i) any party from making any statement or disclosure required under the federal securities laws or other applicable laws; provided that such party must provide, to the extent legally permissible, advance written notice to the other parties, and to the extent practicable, at least two business days in advance, prior to making any such statement or disclosure required under the federal securities laws or other applicable laws that would otherwise be prohibited by the provisions of this Section 7 , and reasonably consider any comments of such other parties;

(ii) any communications permitted by Section 3(d);

(iii) any Investor from communicating, (A) on a confidential basis, with its attorneys, accountants, or financial advisors and the Investor's existing investors in a manner that (I) is consistent with ordinary course communications with investors, (II) is not intended to result in a public dissemination and could not reasonably be expected to be made public (due to confidentiality obligations between the Investor and party receiving the information), (III) does not otherwise violate any applicable laws, and (IV) is objective, factual, truthful and accurate; and

(iv) any party from describing the facts underlying any asserted breach that such party prosecutes in litigation, and in good faith, regarding breach by the other party of its obligations under this Agreement.

(d) The limitations set forth in Sections 7(a) and 7(b) shall not prevent any party from responding to any public statement made by the other party of the nature described in Section 7(a) or 7(b) if such statement by the other party was made in breach of this Agreement.

8. **No Concession or Admission of Liability** . This Agreement is being entered into for the purpose of avoiding litigation, uncertainty, controversy, and legal expense, constitutes a compromise and settlement entered into by each party hereto, and shall not in any event constitute, be construed or deemed a concession or admission of any liability or wrongdoing of any of the parties.

9. **Public Announcements** . During the Standstill Period, neither the Company nor any of the Investors shall issue any press release or make any public announcement regarding this Agreement or the appointments contemplated hereby or take any action that would require public disclosure thereof without the prior written consent of the other party, except as required by law or the rules of any stock exchange (and, in any event, each party will provide the other party, prior to making any such public announcement or statement, a reasonable opportunity to review and comment on such disclosure, to the extent reasonably practicable under the circumstances, and each party will consider any comments from the other in good faith) or with the prior written consent of the other party, and otherwise in accordance with this Agreement.

10. **SEC Filings** . No later than four business days following the execution of this Agreement, the Company shall file a Current Report on Form 8-K with the SEC reporting the entry into this Agreement and appending or incorporating by reference this Agreement as an exhibit thereto. The Company shall provide the Investor Group and its counsel a reasonable opportunity to review and comment on the Form 8-K prior to such filing, which comments shall be considered in good faith.

11. **Specific Performance** . Each of the Investors, on the one hand, and the Company, on the other hand, acknowledges and agrees that irreparable injury to the other party hereto may occur in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached and that such injury would not be adequately compensable in monetary damages. It is accordingly agreed that the Investors or any Investor, on the one hand, and the Company, on the other hand (the " ***Moving Party*** "), shall each be entitled to seek specific enforcement of, and injunctive or other equitable relief to prevent any violation of, the terms hereof, and the other party hereto will not take action, directly or indirectly, in opposition to the Moving Party seeking such relief on the grounds that any other remedy or relief is available at law or in equity.

12. **Notice** . Any notices, consents, determinations, waivers, or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by facsimile (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); (iii) upon confirmation of receipt, when sent by email (provided such confirmation is not automatically generated); or (iv) one business day after deposit with a nationally recognized overnight delivery service, in each case properly addressed to the party to receive the same. The addresses, facsimile numbers, and email addresses for such communications shall be:

If to the Company:

EVINE Live Inc.
6740 Shady Oak Road
Eden Prairie, MN 55344
Fax No.: +1 (952) 943-6119
Email: amfike@evine.com
Attention: Andrea Fike, EVP and General Counsel

With copies (which shall not constitute notice) to:

Faegre Baker Daniels LLP
2200 Wells Fargo Center
90 South 7 th Street
Minneapolis, MN 55402
Fax No.: +1 (612) 766-1600
Email: jon.zimmerman@faegrebd.com
mike.stanchfield@faegrebd.com
Attention: Jonathan Zimmerman
Mike Stanchfield

If to any Investor:

Cruiser Capital Master Fund LP
501 Madison Avenue, Floor 12A
New York, NY 10022
Fax No.: +1 (917) 591-9063
Email: info@cruisercap.com
Attention: Keith M. Rosenbloom

With copies (which shall not constitute notice) to:

Foley & Lardner LLP
777 E Wisconsin Avenue
Suite 3800
Milwaukee, WI 53202
Fax No.: +1 (414) 297-4900
Email: pfetzer@foley.com
Attention: Peter D. Fetzer

13. **Governing Law** . This Agreement shall be governed in all respects, including validity, interpretation, and effect, by, and construed in accordance with, the laws of the State of New York, executed and to be performed wholly within the State of New York, except with respect to matters related to the voting of the Common Stock and corporate governance matters (including fiduciary determinations) for which Minnesota law shall apply, in each case without reference to the choice of law or conflict of law principles thereof or of any other jurisdiction to the extent that such principles would require or permit the application of the laws of another jurisdiction.

14. **Jurisdiction** . Each of the parties hereto (a) consents to submit itself to the personal jurisdiction of federal or state courts of the State of New York in the event any dispute arises out of this Agreement or the transactions contemplated by this Agreement, (b) agrees that it shall not bring any action relating to this Agreement or the transactions contemplated by this Agreement in any court other than the federal or state courts of the State of New York, and each of the parties irrevocably waives the right to trial by jury, (c) agrees to waive any bonding requirement under any applicable law, in the case any other party seeks to enforce the terms by way of equitable relief, and (d) irrevocably consents to service of process by first-class certified mail, return-receipt requested, postage prepaid, to the address of such party's principal place of business or as otherwise provided by applicable law. Each of the parties hereto irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim, or otherwise, in any action, suit, or other legal proceeding with respect to this Agreement, (a) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment before judgment, attachment in aid of execution of judgment, execution of judgment, or otherwise), and (c) to the fullest extent permitted by applicable law, that (i) such action, suit or other legal proceeding in any such court is brought in an inconvenient forum, (ii) the venue of such action, suit, or other legal proceeding is improper, or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such court.

15. **Waiver of Jury Trial** . EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 15 .

16. **Representative** . Each Investor hereby irrevocably appoints Keith M. Rosenbloom as its attorney-in-fact and representative (the " ***Investor Group Representative*** "), in such Investor's place and stead, to do any and all things and to execute any and all documents and give and receive any and all notices or instructions in connection with this Agreement and the transactions contemplated hereby. The Company shall be entitled to rely, as being binding on each Investor, upon any action taken by the Investor Group Representative or upon any document, notice, instruction, or other writing given or executed by the Investor Group Representative.

17. **Entire Agreement** . This Agreement constitutes the full and entire understanding and agreement among the parties with regard to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, and representations, whether oral or written, of the parties with respect to the subject matter hereof. There are no restrictions, agreements, promises, representations, warranties, covenants, or undertakings, oral or written, between the parties other than those expressly set forth herein.

18. **Headings** . The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

19. **Waiver** . No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power, or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.

20. **Remedies** . All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law or equity.

21. **Receipt of Adequate Information; No Reliance; Representation by Counsel** . Each party acknowledges that it has received adequate information to enter into this Agreement, that it has had adequate opportunity to make whatever investigation or inquiry it may deem necessary or desirable in connection with the subject matter of this Agreement prior to the execution hereof, and that it has not relied on any promise, representation, or warranty, express or implied, not contained in this Agreement. Each of the parties hereto acknowledges that it has been represented by counsel of its choice throughout all negotiations that have preceded the execution of this Agreement, and that it has executed the same with the advice of said independent counsel. Each party cooperated and participated in the drafting and preparation of this Agreement and the documents referred to herein, and any and all drafts relating thereto exchanged among the parties shall be deemed the work product of all of the parties and may not be construed against any party by reason of its drafting or preparation. Accordingly, any rule of law or any legal decision that would require interpretation of any ambiguities in this Agreement against any party that drafted or prepared it is of no application and is hereby expressly waived by each of the parties hereto, and any controversy over interpretations of this Agreement shall be decided without regards to events of drafting or preparation. Further, any rule of law or any legal decision that would provide any party with a defense to the enforcement of the terms of this Agreement against such party shall have no application and is expressly waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the intent of the parties.

22. **Construction** . When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement, unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes," and "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The words "hereof," "herein," and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word "will" shall be construed to have the same meaning as the word "shall." The words "dates hereof" will refer to the date of this Agreement. The word "or" is not exclusive. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Any agreement, instrument, law, rule, or statute defined or referred to herein means, unless otherwise indicated, such agreement, instrument, law, rule, or statute as from time to time amended, modified, or supplemented.

23. **Severability** . If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable. The parties further agree to replace such invalid or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the purposes of such invalid or unenforceable provision.

24. **Amendment** . This Agreement may be modified, amended, or otherwise changed only in a writing signed by all of the parties hereto, or in the case of the Investors, the Investor Group Representative, or their respective successors or assigns.

25. **Successors and Assigns** . The terms and conditions of this Agreement shall be binding upon and be enforceable by the parties hereto and the respective successors, heirs, executors, legal representatives, and permitted assigns of the parties, and inure to the benefit of any successor, heir, executor, legal representative, or permitted assign of any of the parties; provided , however , that no party may assign this Agreement or any rights or obligations hereunder without, with respect to any Investor, the express prior written consent of the Company, and with respect to the Company, the prior written consent of the Investor Group Representative.

26. **No Third-Party Beneficiaries** . The representations, warranties, and agreements of the parties contained herein are intended solely for the benefit of the party to whom such representations, warranties, or agreements are made, and shall confer no rights, benefits, remedies, obligations, or liabilities hereunder, whether legal or equitable, in any other person or entity, and no other person or entity shall be entitled to rely thereon.

27. **Counterparts; Facsimile / PDF Signatures** . This Agreement and any amendments hereto may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto. In the event that any signature to this Agreement or any amendment hereto is delivered by facsimile transmission or by e-mail delivery of a portable document format (.pdf or similar format) data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

[***remainder of page intentionally left blank signature page follows*** **]**

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

EVINE LIVE INC.

By: /s/ Timothy Peterman
Timothy Peterman
Chief Executive Officer

CRUISER CAPITAL ADVISORS, LLC

By: /s/ Keith M. Rosenbloom
Keith M. Rosenbloom
Managing Member

CRUISER CAPITAL MASTER FUND LP

By: /s/ Keith M. Rosenbloom
Keith M. Rosenbloom
Managing Member

/s/ Keith M. Rosenbloom
Keith M. Rosenbloom, individually

EXHIBIT A

SHAREHOLDERS, AFFILIATES, AND OWNERSHIP

Investor	**Shares of Common Stock Beneficially Owned**
Cruiser Capital Advisors, LLC	922,599(1)
Cruiser Capital Master Fund LP	345,590(2)
Keith M. Rosenbloom	955,555(1)
Aggregate total beneficially owned by the Investor Group:	955,555(1)

(1) Cruiser Capital Advisors has sole voting and dispositive power over these shares, which it manages for Cruiser Capital Master Fund LP and separately managed accounts (collectively, the " Cruiser Clients "). Because Mr. Rosenbloom is the managing member of Cruiser Capital Advisors, he is deemed to share voting power and dispositive power over the shares of Common Stock managed for the Cruiser Clients.

(2) Pursuant to Rule 13d-3 of the Exchange Act, Cruiser Capital Master Fund LP does not beneficially own shares, but for purposes of the Bylaws Cruiser Capital Master Fund LP is deemed to beneficially own the shares reflected above.