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 2, 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))

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

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

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

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

Item 1.01 **Entry into a Material Definitive Agreement**

On May 2, 2019 (the " *Effective Date* "), we entered into a common stock and warrant purchase agreement with certain individuals and entities, pursuant to which we issued and sold 8,000,000 shares of our common stock and warrants to purchase 3,500,000 shares of our common stock in a private placement, for an aggregate cash purchase price of $6,000,000. The closing under the Purchase Agreement occurred on the Effective Date.

The purchasers consisted of the following: Invicta Media Investments, LLC, Michael and Leah Friedman, Timothy Peterman and certain other private investors. Invicta Media Investments, LLC is owned by Invicta Watch Company of America, Inc. (" *IWCA* "), which is the designer and manufacturer of Invicta-branded watches and watch accessories, one of our largest and longest tenured brands. Eyal Lalo is the owner of IWCA. Michael and Leah Friedman are owners and officers of Sterling Time, LLC (" *Vendor* "), which is the exclusive distributor of IWCA's watches and watch accessories for television home shopping (the " *Products* ") and our long-time vendor. A description of the relationship between our company, IWCA and Vendor is contained in Item 5.02 of this Current Report on Form 8-K and is incorporated in this Item 1.01 by reference. Under the purchase agreement, the purchasers agree to customary standstill provisions related to our company for a period of two years, as well as to vote their shares in favor of matters recommended by our board of directors for approval by our shareholders. In addition, we agreed in the purchase agreement to appoint Eyal Lalo, an owner of IWCA, as vice chair of our board of directors, Michael Friedman to our board of directors and Timothy Peterman as our chief executive officer. This summary description of the purchase agreement is qualified in its entirety by reference to the purchase agreement, a copy of which is included as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference herein.

The warrants have an exercise price per share of $1.50 and are exercisable at any time and from time to time until May 2, 2024. The warrants provide that until May 2, 2020, the holders thereof will not acquire ownership of any of our assets, businesses or voting stock or propose to influence or control our management or policies or solicit proxies or consents with respect to our securities, subject to certain exceptions. This summary description of the warrants is qualified in its entirety by reference to the form of warrant, a copy of which is included as Exhibit 4.1 to this Current Report on Form 8-K and is incorporated by reference herein.

In connection with the closing under the purchase agreement, we entered into certain other agreements with IWCA, Vendor and the purchasers, including:

- a vendor exclusivity agreement between our company and Vendor, whereby
    - during the period beginning with the Effective Date and ending on the fifth anniversary of the Effective Date (or on the earlier termination of the Vendor Exclusivity Agreement) (the " *Non-Competition Period* "), Vendor and its affiliates and any spokesperson for the Products will not provide any rights to certain parties engaged in television shopping to use the trademarks associated with the Products or market, promote or sell the Products or any similar or competitive goods or services;
    - during the Non-Competition Period, Vendor grants our company the right to market, promote and sell, through live or taped direct response video retail programming in the U.S. and Canada, the Products and any similar or competitive goods or services; and
    - the vendor exclusivity agreement is terminable by either party one year following a change in control of our company.
- a vendor agreement between our company and Vendor, whereby Vendor grants our company a license to the trademarks related to the Products and agrees to take other actions to assist us in marketing the Products, for a five-year term;
- a letter agreement between our company and IWCA (the " *IWCA Letter Agreement* "), whereby IWCA agrees to take, or refrain from taking as applicable, actions in support of the arrangements between our company and Vendor;
- a merchandise letter agreement between the Company and Vendor (the " *Vendor Letter Agreement* "), whereby Vendor commits to purchase Products from IWCA in an amount no less than $25 million for offer to our company for the fall season of 2019; and

- a clawback agreement from each purchaser, whereby each purchaser agrees that in the event of an uncured breach of any of the IWCA Letter Agreement or Vendor Exclusivity Agreement, the warrants will be immediately cancelled and, for the shares purchased by Invicta Media Investments, LLC, Michael and Leah Friedman and Timothy Peterman, we will have the right to repurchase the shares of common stock issued pursuant to the purchase agreement at a price of $0.373 per share or, if such shares have already been sold, we will be entitled to a cash payment equal to $0.377 per share.

This summary description of each of the above agreements is qualified in its entirety by reference to the vendor exclusivity agreement, the vendor agreement, the IWCA Letter Agreement, the merchandise letter agreement and the form of clawback agreement, copies of which are included as Exhibits 10.2, 10.3, 10.4, 10.5 and 10.6, respectively to this Current Report on Form 8-K and are incorporated by reference herein.

Item 3.02 Unregistered Sales of Equity Securities

As described in Item 1.01 of this Current Report on Form 8-K, on the Effective Date, we issued 8,000,000 shares of common stock and warrants to purchase 3,500,000 shares of common stock to the purchasers. The description of the warrants contained in Item 1.01 is incorporated by reference into this Item 3.02

All of the securities described in this Current Report on Form 8-K were or will be offered and sold in reliance upon exemptions from registration pursuant to Section 4(a)(2) under the Securities Act of 1933 (" *Securities Act* "), and Rule 506 of Regulation D promulgated thereunder. The offerings were made to "accredited investors" (as defined by Rule 501 under the Securities Act).

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

On the Effective Date, Robert J. Rosenblatt, our chief executive officer, was terminated without cause from his position as an officer and employee of our company and will receive the payments set forth in his existing employment agreement. Mr. Rosenblatt did not resign from his position as a member of our board of directors.

On the Effective Date, in accordance with the purchase agreement, our board of directors appointed Timothy A. Peterman to serve as our chief executive officer. Mr. Peterman, age 52, joined our company as chief financial officer in March 2015, and was promoted to chief operating officer / chief financial officer in June 2017. He served in these roles until April 2018 and served as a non-officer employee of our company through June 1, 2018. Most recently, Mr. Peterman served as chief operating officer and chief financial officer at Amerimark Interactive. Prior to joining our company in March 2015, Mr. Peterman served as the chief operating officer and chief financial officer for The J. Peterman Company, an ecommerce apparel brand, since 2011. From 2009 to 2011, he served as chief operating officer and chief financial officer of Synacor, a media technology company. Previously, Mr. Peterman served almost six years at The E.W. Scripps Company in various senior roles, including senior vice president of corporate development. From 1999 to 2002, he was chief operating officer and chief financial officer of IAC's broadcasting and cable divisions, which included USA Network & Sci-Fi Channel. Mr. Peterman also spent almost six years in senior financial roles at Tribune Company. Mr. Peterman began his career at KPMG in Chicago in 1989 and is a CPA. Pursuant to the purchase agreement, on the Effective Date, Mr. Peterman purchased 166,667 shares of our common stock and a warrant to purchase 72,917 shares of our common stock for an aggregate purchase price of $125,000.

In connection with his employment, we entered into an employment agreement with Mr. Peterman that provides that Mr. Peterman: (a) will receive an annual base salary of $650,000, (b) will be eligible for annual cash discretionary bonuses targeted at 100% of his annual salary (pro rated for the current fiscal year) with a maximum annual cash discretionary bonus equal to 200% of his annual salary, (c) will receive 680,000 performance share units (" *PSUs* "), and (d) will receive a $150,000 relocation payment and temporary housing assistance while he relocates to our company's headquarters. During the first six months of his employment, in the event of termination without cause or resignation for good reason, as defined in his employment agreement, Mr. Peterman will be entitled to a lump sum payment equal to his base salary and annual target bonus. Subsequent to that time, he will participate in our executive employee severance plan. This summary description of Mr. Peterman's employment agreement is qualified in its entirety by reference to the employment agreement, a copy of which is included as Exhibit 10.7 to this Current Report on Form 8-K and is incorporated by reference herein.

The PSU award granted to Mr. Peterman was made outside of our existing equity incentive plans as an inducement grant in accordance with Nasdaq Listing Rule 5635(c)(4). The PSUs will vest one-third upon the one year anniversary of the grant date, one-third when the per-share closing price of our common stock reaches or exceeds an average trading price of $2.00 for 20 consecutive trading days and Mr. Peterman has been continuously employed for at least one year from the grant date, and the remaining shares when the per-share closing price of our common stock reaches or exceeds an average trading price of $4.00 for 20 consecutive trading days and Mr. Peterman has been continuously employed for at least two years after the grant date. The PSUs are subject to the other terms and conditions of the applicable award agreement, a copy of which is included as Exhibit 10.8 to this Current Report on Form 8-K and is incorporated by reference herein.

On the Effective Date, each of Thomas Beers and Mark Holdsworth resigned from their positions as members of the Board.

On the Effective Date, in accordance with the purchase agreement, our board of directors elected Michael Friedman and Eyal Lalo to the board for a term expiring at our 2019 annual meeting of shareholders, and appointed Mr. Lalo as the vice chair of the board. Mr. Lalo, age 44, reestablished IWCA, the flagship brand of the Invicta Watch Group, in 1994, and has served as its chief executive officer since its inception. Under Mr. Lalo's leadership, IWCA has been recognized for its vast amount of design and product innovations targeted to all demographics and age groups, and a strong following from collectors worldwide. Mr. Friedman, age 48, has served as chief executive officer of Vendor since 2005 and served as a vendor to our company for over 20 years. Under the purchase agreement, we agree to recommend that our shareholders vote to re-elect each of Eyal Lalo and Michael Friedman as a director of our company at the 2019 annual meeting of shareholders for a term of office expiring at the 2020 annual meeting of shareholders, and to reflect such recommendation in the proxy statement for the 2019 annual meeting and solicit proxies in favor thereof. For their service as non-employee members of the board of directors, Messrs. Friedman and Lalo will receive compensation under our non-employee director compensation policy. Each director receives $65,000 in a cash retainer annually for service on our board and the vice chair receives an additional $40,000 in a cash retainer annually. In addition, our non-employee directors receive a restricted stock unit award equal to $65,000 divided by the closing price on the date of grant that vest immediately immediate prior to the next annual meeting of shareholders. These amounts will be prorated for the partial year, resulting in an award of 20,436 restricted stock units.

Mr. Lalo is the owner of IWCA, which is the sole owner of Invicta Media Investments, LLC. Mr. Friedman is an owner of Vendor. Pursuant to the purchase agreement, on the Effective Date, Invicta Media Investments, LLC purchased 4,000,000 shares of our common stock and a warrant to purchase 2,526,562 shares of our common stock for an aggregate purchase price of $3,000,000. Pursuant to the purchase agreement, on the Effective Date, Michael and Leah Friedman purchased 1,800,000 shares of our common stock and a warrant to purchase 842,188 shares of our common stock for an aggregate purchase price of $1,350,000.

In our fiscal year ended February 2, 2019 and our current fiscal year through April 30, 2019, we purchased products, net of customary promotional funding and markdowns, from Vendor, an affiliate of Mr. Friedman, in the aggregate amount of $54.8 million and $13.3 million, respectively. We purchased goods from Vendor on standard commercial terms and Vendor provides us with a customary, non-interest bearing, trade payable credit line. In our current fiscal year, we paid Vendor $730,000 to subsidize the cost of a promotional cruise for Invicta branded and other vendors' products. As of the end of our fiscal year ended February 2, 2019 and as of April 30, 2019, we had a net trade payable balance owed to Vendor of $3.2 million and $1.1 million, respectively.

Item 7.01 Regulation FD Disclosure

On May 2, 2019, we issued a press release in connection with the matters described in this Current Report on Form 8-K. The press release is furnished herewith as Exhibit 99.1. The information set forth in Item 7.01 of this Current Report on Form 8-K is deemed to be "furnished" and shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, or otherwise subject to the liabilities of that Section. The information set forth in Item 7.01 of this Current Report on Form 8-K, including Exhibit 99.1, shall not be deemed incorporated by reference into any filing under the Exchange Act or the Securities Act of 1933, regardless of any general incorporation language in such filing.

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
4.1	Form of Warrant, dated May 2, 2019
10.1	Common Stock and Warrant Purchase Agreement, dated as of May 2, 2019, by and between EVINE Live Inc. and the Purchasers listed therein
10.2	Vendor Exclusivity Agreement, dated as of May 2, 2019, by and between EVINE Live Inc. and Sterling Time, LLC
10.3	Vendor Agreement, dated as of May 2, 2019, by and between EVINE Live Inc. and Sterling Time, LLC
10.4	Letter Agreement, dated as of May 2, 2019, by Invicta Watch Company of America, Inc. in favor of EVINE Live Inc.
10.5	Merchandise Letter Agreement, dated as of May 2, 2019, by Sterling Time, LLC in favor of EVINE Live Inc.
10.6	Form of Clawback Agreement, dated as of May 2, 2019
10.7	Employment Agreement, dated as of May 2, 2019, by and between EVINE Live Inc. and Timothy A. Peterman
10.8	Performance Share Unit Award Agreement, dated as of May 2, 2019, between EVINE Live, Inc. and Timothy A. Peterman
99.1	Press Release dated May 2, 2019

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 2, 2019

EVINE Live Inc.

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

Exhibit 4.1

FORM OF WARRANT

NEITHER THE SECURITIES REPRESENTED HEREBY NOR THE SECURITIES ISSUABLE UPON EXERCISE OF THESE SECURITIES HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE " *SECURITIES ACT* "), OR UNDER THE SECURITIES LAWS OF ANY STATES. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. UNLESS SOLD PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

EVINE LIVE INC.

WARRANT

Warrant No. 2019-[__] Original Issue Date:

May 2, 2019

Evine Live Inc. , a Minnesota corporation (the " *Company* "), hereby certifies that, for value received, [_____] or its registered assigns (the " *Holder* "), is entitled to purchase from the Company up to a total of [_____] shares of Common Stock (each such share, a " *Warrant Share* " and all such shares, the " *Warrant Shares* "), at any time and from time to time from and after the Original Issue Date and through and including May 1, 2024 (the " *Expiration Date* "), and subject to the following terms and conditions:

1. Definitions. As used in this Warrant, the following terms shall have the respective definitions set forth in this Section. Capitalized terms that are used and not defined in this Warrant that are defined in the Purchase Agreement (as defined below) shall have the respective definitions set forth in the Purchase Agreement.

" *Closing Price* " means, for any date of determination, the price determined by the first of the following clauses that applies: (i) if the Common Stock is then listed or quoted on a Trading Market, the closing bid price per share of the Common Stock for such date (or the nearest preceding date) on such market; (ii) if prices for the Common Stock are then quoted on the OTC Bulletin Board, the closing bid price per share of the Common Stock for such date (or the nearest preceding date) so quoted; (iii) if prices for the Common Stock are then reported in the "Pink Sheets" published by the National Quotation Bureau Incorporated (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Common Stock so reported; or (iv) in all other cases, the fair market value of a share of Common Stock as determined by an independent qualified appraiser selected in good faith and paid for by the Company.

" *Common Stock* " means the common stock of the Company, par value $.01 per share, and any securities into which such common stock may hereafter be reclassified.

" *Exercise Price* " means $1.50, subject to adjustment in accordance with Section 9.

" *Fundamental Transaction* " means any of the following: (i) the Company effects any merger or consolidation of the Company with or into another person, (ii) the Company effects any sale of all or substantially all of its assets in one or a series of related transactions, (iii) any tender offer or exchange offer (whether by the Company or another person pursuant to an agreement with the Company) is completed pursuant to which all holders of Common Stock are permitted to tender or exchange their shares for other securities, cash or property and the holders of at least 50% of the then outstanding Common Stock tender their shares of Common Stock, or (iv) the Company effects any reclassification of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property.

" *Original Issue Date* " means the Original Issue Date first set forth on the first page of this Warrant or its predecessor instrument.

" *Purchase Agreement* " means the Common Stock and Warrant Purchase Agreement, dated May 2, 2019, to which the Company and the original Holder are parties.

" *Trading Day* " means (i) a day on which the Common Stock is traded on a Trading Market (other than the OTC Bulletin Board), or (ii) if the Common Stock is not listed on a Trading Market (other than the OTC Bulletin Board), a day on which the Common Stock is traded in the over-the-counter market, as reported by the OTC Bulletin Board, or (iii) if the Common Stock is not quoted on any Trading Market, a day on which the Common Stock is quoted in the over-the-counter market as reported by the National Quotation Bureau Incorporated (or any similar organization or agency succeeding to its functions of reporting prices); provided, that in the event that the Common Stock is not listed or quoted as set forth in clauses (i), (ii) and (iii) hereof, then Trading Day shall mean a Business Day.

" *Trading Market* " means whichever of the New York Stock Exchange, the American Stock Exchange, the Nasdaq Global Select Market, the Nasdaq Global Market, the Nasdaq Capital Market or the OTC Bulletin Board on which the Common Stock is listed or quoted for trading on the date in question.

2. Registration of Warrant. The Company shall register this Warrant upon records to be maintained by the Company for that purpose (the " *Warrant Register* "), in the name of the record Holder hereof from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

3. Registration of Transfers. The Company shall register the transfer of any portion of this Warrant in the Warrant Register, upon surrender of this Warrant, with the Form of Assignment attached hereto duly completed and signed and such other documents as described in the Purchase Agreement, to the Company at its address specified herein. Upon any such registration or transfer, a new Warrant to purchase Common Stock, in substantially the form of this Warrant (any such new Warrant, a " *New Warrant* "), evidencing the portion of this Warrant so transferred shall be issued to the transferee and a New Warrant evidencing the remaining portion of this Warrant not so transferred, if any, shall be issued to the transferring Holder. The acceptance of the New Warrant by the transferee thereof shall be deemed the acceptance by such transferee of all of the rights and obligations of a holder of a Warrant.

4. Exercise and Duration of Warrants.

(a) This Warrant shall be exercisable by the registered Holder in whole at any time and in part from time to time from the Original Issue Date through and including the Expiration Date. At 5:30 p.m., Central time on the Expiration Date, the portion of this Warrant not exercised prior thereto shall be and become void and of no value.

(b) Notwithstanding anything to the contrary set forth in this Warrant, in the event of a Change of Control, at Company's sole option, the Holder shall surrender this Warrant in exchange for a number of shares of Company's securities, such number of securities being equal to the maximum number of securities issuable pursuant to the terms hereof (after taking into account all adjustments described herein) had the Holder elected to exercise this Warrant immediately prior to the closing of such Change of Control and purchased all such shares pursuant to the cashless exercise provision set forth in Section 10(b) (as opposed to the cash exercise provision set forth in Section 10(a)). The Company acknowledges and agrees that the Holder shall not be required to make any additional payment (cash or otherwise) for such shares as further consideration for their issuance in exchange for the Holder's surrender of this Warrant pursuant to the terms of the preceding sentence. " *Change of Control* " A "Change of Control" shall be deemed to occur if the Company shall (a) sell, lease, convey, or otherwise dispose of (including without limitation the grant of an exclusive license to) all or substantially all of the Company's intellectual property or assets as an entirety or substantially as an entirety to any person, entity or group of persons acting in concert, (b) effect a merger, consolidation or reorganization in which the Company is not the surviving entity and the stockholders of the Company immediately prior to the merger, consolidation or reorganization fail to possess direct or indirect ownership of more than 50% of the voting power of the securities of the surviving entity immediately following such transaction (other than a merger or consolidation with a wholly-owned subsidiary, a reincorporation of the Company, or other transaction in which there is no substantial change in the stockholders of the Company or their relative stock holdings), or (c) effect a merger, consolidation or reorganization in which the Company is the surviving corporation and the stockholders of the Company immediately prior to the merger, consolidation or reorganization fail to possess direct or indirect ownership of more than 50% of the securities of the Company immediately following such transaction.

5. Delivery of Warrant Shares.

(a) To effect exercises hereunder, the Holder shall not be required to physically surrender this Warrant unless the aggregate Warrant Shares represented by this Warrant are being exercised. Upon delivery of the Exercise Notice (in the form attached hereto) to the Company (with the attached Warrant Shares Exercise Log) at its address for notice set forth herein and upon payment of the Exercise Price multiplied by the number of Warrant Shares that the Holder intends to purchase hereunder, the Company shall promptly (but in no event later than two Trading Days after the Date of Exercise (as defined herein)) issue and deliver to the Holder, a certificate for the Warrant Shares issuable upon such exercise. A " *Date of Exercise* " means each of the (A) the date of a Change of Control and (B) the date on which the Holder shall have delivered to the Company: (i) the Exercise Notice (with the Warrant Exercise Log attached to it), appropriately completed and duly signed and (ii) payment of the Exercise Price for the number of Warrant Shares so indicated by the Holder to be purchased.

(b) If by the third Trading Day after a Date of Exercise the Company fails to deliver the required number of Warrant Shares in the manner required pursuant to Section 5(a), then the Holder will have the right to rescind such exercise.

6. Charges, Taxes and Expenses. Issuance and delivery of Warrant Shares upon exercise of this Warrant shall be made without charge to the Holder for any issue or transfer tax, withholding tax, transfer agent fee or other incidental tax or expense in respect of the issuance of such certificates, all of which taxes and expenses shall be paid by the Company; provided, however, that the Company shall not be required to pay any tax which may be payable in respect of any transfer involved in the registration of any certificates for Warrant Shares or Warrants in a name other than that of the Holder. The Holder shall be responsible for all other tax liability that may arise as a result of holding or transferring this Warrant or receiving Warrant Shares upon exercise hereof.

7. Replacement of Warrant. If this Warrant is mutilated, lost, stolen or destroyed, the Company shall issue or cause to be issued in exchange and substitution for and upon cancellation hereof, or in lieu of and substitution for this Warrant, a New Warrant, but only upon receipt of evidence reasonably satisfactory to the Company of such loss, theft or destruction and customary and reasonable indemnity (which shall not include a surety bond), if requested. Applicants for a New Warrant under such circumstances shall also comply with such other reasonable regulations and procedures and pay such other reasonable third-party costs as the Company may prescribe. If a New Warrant is requested as a result of a mutilation of this Warrant, then the Holder shall deliver such mutilated Warrant to the Company as a condition precedent to the Company's obligation to issue the New Warrant.

8. Reservation of Warrant Shares. The Company covenants that it will at all times reserve and keep available out of the aggregate of its authorized but unissued and otherwise unreserved Common Stock, solely for the purpose of enabling it to issue Warrant Shares upon exercise of this Warrant as herein provided, the number of Warrant Shares which are then issuable and deliverable upon the exercise of this entire Warrant, free from preemptive rights or any other contingent purchase rights of Persons other than the Holder (taking into account the adjustments and restrictions of Section 9). The Company covenants that all Warrant Shares so issuable and deliverable shall, upon issuance and the payment of the applicable Exercise Price in accordance with the terms hereof, be duly and validly authorized, issued and fully paid and nonassessable.

9. Certain Adjustments. The Exercise Price and number of Warrant Shares issuable upon exercise of this Warrant are subject to adjustment from time to time as set forth in this Section 9.

(a) Stock Dividends and Splits. If the Company, at any time while this Warrant is outstanding, (i) pays a stock dividend on its Common Stock or otherwise makes a distribution on any class of capital stock that is payable in shares of Common Stock, (ii) subdivides outstanding shares of Common Stock into a larger number of shares, or (iii) combines outstanding shares of Common Stock into a smaller number of shares, then in each such case the Exercise Price shall be adjusted to equal the product obtained by multiplying the then-current Exercise Price by a fraction of which the numerator shall be the number of shares of Common Stock outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event. Any adjustment made pursuant to clause (i) of this paragraph shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution, and any adjustment pursuant to clause (ii) or (iii) of this paragraph shall become effective immediately after the effective date of such subdivision or combination.

(b) Fundamental Transactions. If, at any time while this Warrant is outstanding there is a Fundamental Transaction, then the Holder shall have the right thereafter to receive, upon exercise of this Warrant, the same amount and kind of securities, cash or property as it would have been entitled to receive upon the occurrence of such Fundamental Transaction if it had been, immediately prior to such Fundamental Transaction, the holder of the number of Warrant Shares then issuable upon exercise in full of this Warrant (the " *Alternate Consideration* "). For purposes of any such exercise, the determination of the Exercise Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Fundamental Transaction, and the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction. Any successor to the Company or surviving entity in such Fundamental Transaction shall issue to the Holder a new warrant substantially in the form of this Warrant and consistent with the foregoing provisions and evidencing the Holder's right to purchase the Alternate Consideration for the aggregate Exercise Price upon exercise thereof.

(c) Number of Warrant Shares. Simultaneously with any adjustment to the Exercise Price pursuant to this Section, the number of Warrant Shares that may be purchased upon exercise of this Warrant shall be increased or decreased proportionately, so that after such adjustment the aggregate Exercise Price payable hereunder for the adjusted number of Warrant Shares shall be the same as the aggregate Exercise Price in effect immediately prior to such adjustment.

(d) Calculations. All calculations under this Section shall be made to the nearest cent or the nearest 1/100 th of a share, as applicable. The number of shares of Common Stock outstanding at any given time shall not include shares owned or held by or for the account of the Company, and the disposition of any such shares shall be considered an issue or sale of Common Stock.

(e) Notice of Adjustments. Upon the occurrence of each adjustment pursuant to this Section, the Company at its expense will promptly compute such adjustment in accordance with the terms of this Warrant and prepare a certificate setting forth such adjustment, including a statement of the adjusted Exercise Price and adjusted number or type of Warrant Shares or other securities issuable upon exercise of this Warrant (as applicable), describing the transactions giving rise to such adjustments and showing in detail the facts upon which such adjustment is based. Upon written request, the Company will promptly deliver a copy of each such certificate to the Holder and to the Company's Transfer Agent.

10. Payment of Exercise Price. The Holder may pay the Exercise Price in one of the following manners:

(a) Cash Exercise. The Holder may deliver immediately available funds; or

(b) Cashless Exercise. Solely pursuant to a Company Exercise, the Company shall issue to the Holder the number of Warrant Shares determined as follows:

$$X = Y [(A-B)/A]$$

where:

X = the number of Warrant Shares to be issued to the Holder.

Y = the number of Warrant Shares with respect to which this Warrant is being exercised.

A = the average of the Closing Prices for the five Trading Days immediately prior to (but not including) the Exercise Date.

B = the Exercise Price.

11. No Fractional Shares. No fractional shares of Warrant Shares will be issued in connection with any exercise of this Warrant. In lieu of any fractional shares which would, otherwise be issuable, the Company shall pay cash equal to the product of such fraction multiplied by the Closing Price of one Warrant Share on the date of exercise.

12. Notices. Any notice required or permitted under this Warrant (including, without limitation, any Exercise Notice) shall be given in writing and shall be deemed effectively given upon the earlier of (1) actual receipt or three days after mailing if mailed postage prepaid by regular or airmail to the Company or the Holder or (2) one day after it is sent by overnight mail via nationally recognized courier or (3) on the same day as sent via confirmed e-mail or facsimile transmission, provided that the original is sent by personal delivery or mail by the sending party. Address for such notice will be provided by each party to the other under separate cover.

13. Standstill Agreement. Until May 2, 2020, the Holder will not, and the Holder will cause each of its Affiliates and each member, director, officer, and manager of such Holder or of any of its Affiliates not to, directly or indirectly:

(a) acquire or agree, offer, seek, or propose to acquire (by merger, tender offer, purchase, or otherwise), ownership (including beneficial ownership as defined in Rule 13d-3 under the Securities Exchange Act of 1934) of any of the Company's assets, businesses, voting stock, or any rights or options to acquire such ownership (including from a third party), except pursuant to any proposal expressly solicited by the Chair of the Company's board of directors;

(b) seek or propose, in the capacity of a shareholder or person other than a director or officer to influence or control the management or policies of the Company or to obtain additional representation on the Company's board of directors, or solicit proxies or consents with respect to any securities of the Company in connection with the election of directors outside of those solicited by the Company's board of directors;

(c) make any other public announcement with respect to any of the foregoing or take any other intentional action that would reasonably be expected to require that the Company make a public announcement with respect to any of the foregoing; or

(d) enter into any discussions, negotiations, arrangements, or understandings with any person (other than the Company or its Affiliates) with respect to any of the foregoing.

Notwithstanding anything to the contrary in this Section, if after the date hereof the Company enters into an acquisition or business combination in which (1) the security holders of the Company would not own a majority of the surviving entity or (2) the Company is selling all or substantially all of the Company's assets, then the Holder shall be entitled to take any of the actions set forth in this Section.

14. Miscellaneous.

(a) This Warrant shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. Subject to the preceding sentence, nothing in this Warrant shall be construed to give to any Person other than the Company and the Holder any legal or equitable right, remedy or cause of action under this Warrant. This Warrant may be amended only in writing signed by the Company and the Holder and their successors and assigns.

(b) All questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be governed by and construed and enforced in accordance with the internal laws of the State of Minnesota, without regard to the principles of conflicts of law thereof.

(c) The headings herein are for convenience only, do not constitute a part of this Warrant and shall not be deemed to limit or affect any of the provisions hereof.

(d) In case any one or more of the provisions of this Warrant shall be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this Warrant shall not in any way be affected or impaired thereby and the parties will attempt in good faith to agree upon a valid and enforceable provision which shall be a commercially reasonable substitute therefor, and upon so agreeing, shall incorporate such substitute provision in this Warrant.

(e) Prior to exercise of this Warrant, the Holder hereof shall not, by reason of by being a Holder, be entitled to any rights of a stockholder with respect to the Warrant Shares

[***Remainder of page intentionally left blank, signature page follows*** **]**

In witness whereof, the Company has caused this Warrant to be duly executed by its authorized officer as of the date first indicated above.

EVINE LIVE INC.

By: _____

Name: _____

Its: _____

EXERCISE NOTICE

The undersigned Holder hereby irrevocably elects to purchase shares of Common Stock pursuant _____ to the attached Warrant. Capitalized terms used herein and not otherwise defined have the respective meanings set forth in the Warrant.

(1) The undersigned Holder hereby exercises its right to purchase _____ Warrant Shares pursuant to the Warrant.

(2) The Holder intends that payment of the Exercise Price shall be made as (check one):

_____ "Cash Exercise" under Section 10

_____ "Cashless Exercise" under Section 10 (only in connection with Change of Control)

(3) If the holder has elected a Cash Exercise, the Holder shall pay the sum of $_____ to the Company in accordance with the terms of the Warrant.

(4) Pursuant to this Exercise Notice, the Company shall deliver to the holder _____ Warrant Shares in accordance with the terms of the Warrant.

Dated: _____ __, _____

Name of Holder:

(Print)

_____

By: _____

Its: _____

(Signature must conform in all respects to name of holder as specified on the face of the Warrant)

Warrant Shares Exercise Log

Date	Number of Warrant Shares Available to be Exercised	Number of Warrant Shares Exercised	Number of Warrant Shares Remaining to be Exercised

FORM OF ASSIGNMENT

[To be completed and signed only upon transfer of Warrant]

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the right represented by the attached Warrant to purchase _____ shares of Common Stock to which such Warrant relates and appoints _____ attorney to transfer said right on the books of the Company with full power of substitution in the premises.

Dated: _____ __, _____

_____

(Signature must conform in all respects to name of holder as specified on the face of the Warrant)

Address of Transferee

_____

_____

_____

Attest:

_____

Exhibit 10.1

EVINE LIVE INC.
COMMON STOCK AND WARRANT PURCHASE AGREEMENT

This Common Stock and Warrant Purchase Agreement (this " *Agreement* ") is made as of May 2, 2019 by and between **EVINE LIVE INC.** , a Minnesota corporation with its principal office at 6740 Shady Oak Road, Eden Prairie, MN 55344-3433 (the " *Company* "), and those purchasers listed on the attached Exhibit A , as such exhibit may be amended from time to time (each a " *Purchaser* ", and collectively, the " *Purchasers* ").

RECITALS

A. The Company has authorized the sale and issuance of up to 8,000,000 shares (the " *Shares* ") of the common stock of the Company, $0.01 par value per share (the " *Common Stock* "), and warrants to purchase 3,500,000 shares of Common Stock to the Purchasers in a private placement (the " *Offering* ").

B. One of the Purchasers is a stockholder of Invicta Watch Company of America, Inc. (" *IWCA* "), whose products are sold by the Company. One of the Purchasers is a member of Sterling Time, LLC, a New York limited liability company (" *Sterling Time* ") and a distributor of IWCA's watches and watch accessories. As partial consideration for the Company entering into this Agreement with such Purchasers and providing certain director positions to those individuals, those Purchasers are (1) causing Sterling Time to enter into a Vendor Exclusivity Agreement with the Company and (2) causing IWCA to enter into a letter agreement with the Company to, among other things, guarantee the exclusivity set forth in the Vendor Exclusivity Agreement.

C. Pursuant to Section 4(2) of the Securities Act of 1933 (the " *Securities Act* ") and Rule 506 promulgated thereunder, the Company desires to sell to the Purchasers listed on the attached Exhibit A , as such exhibit may be amended from time to time, and such Purchasers, severally and not jointly, desire to purchase from the Company that aggregate number of shares of Common Stock set forth opposite such Purchaser's name on Exhibit A , and warrants to purchase that aggregate number of shares of Common Stock set forth opposite such Purchaser's name on Exhibit A on the terms and subject to the conditions set forth in this Agreement.

TERMS AND CONDITIONS

Now, therefore, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Purchase of the Securities.

1.1 Agreement to Sell and Purchase. At the Closing (as hereinafter defined), the Company will issue and sell to each of the Purchasers, and each Purchaser will, severally and not jointly, purchase from the Company, the number of Shares and warrants to purchase Common Stock of the Company (the " *Warrants* " and together with the Shares, the " *Securities* ") set forth opposite such Purchaser's name on Exhibit A for an aggregate purchase price set forth opposite such Purchaser's name on Exhibit A (the " *Purchase Price* "). The Warrants shall be in the form set forth hereto as Exhibit B .

1.2 Closing; Closing Date. The completion of the sale and purchase of the Securities (the " *Closing* ") shall be held at 8:00 a.m. (Central Time) as soon as practicable following the satisfaction of the conditions set forth in Section 4 (the " *Closing Date* "), at the offices of Faegre Baker Daniels LLP, 2200 Wells Fargo Center, 90 S. 7 th Street, Minneapolis, MN 55402-3901 or at such other time and place as the Company and Purchasers may agree.

1.3 Delivery of the Shares. At the Closing, subject to the terms and conditions hereof, the Company will deliver to each Purchaser a stock certificate or certificates or evidence of book entry notation and Warrant or Warrants, in such denominations and registered in such names as such Purchaser may designate by notice to the Company, representing the Securities, dated as of the Closing Date (each a " *Certificate* "), against payment of the purchase price therefor by cash in the form of wire transfer, unless other means of payment shall have been agreed upon by the Purchasers and the Company.

2. Representations and Warranties of the Company. The Company hereby represents and warrants to each Purchaser:

2.1 Authorization. All corporate action on the part of the Company, its officers, directors and shareholders necessary for the authorization, execution and delivery of this Agreement has been taken. The Company has the requisite corporate power to enter into this Agreement and carry out and perform its obligations under the terms of this Agreement. At the Closing, the Company will have the requisite corporate power to issue and sell the Securities and the Common Stock issuable upon exercise of the Warrants (the " *Warrant Shares* "). This Agreement has been duly authorized, executed and delivered by the Company and, upon due execution and delivery by the Purchasers, this Agreement will be a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally or by equitable principles.

2.2 No Conflict with Other Instruments. The execution, delivery and performance of this Agreement, the issuance and sale of the Securities to be sold by the Company under this Agreement, the issuance of the Warrant Shares upon exercise of the Warrants and the consummation of the actions contemplated by this Agreement (which for all purposes herein shall include exercise of the Warrants) will not (A) result in any violation of, be in conflict with, or constitute a default under, with or without the passage of time or the giving of notice: (i) any provision of the Company's or its subsidiaries' Articles of Incorporation or Bylaws as in effect on the date hereof or at the Closing; (ii) any provision of any judgment, arbitration ruling, decree or order to which the Company or its subsidiaries are a party or by which they are bound; (iii) any bond, debenture, note or other evidence of indebtedness, or any lease, contract, mortgage, indenture, deed of trust, loan agreement, joint venture or other agreement, instrument or commitment to which the Company or any subsidiary is a party or by which they or their respective properties are bound; or (iv) any statute, rule, law or governmental regulation applicable to the Company; or (B) result in the creation or imposition of any lien, encumbrance, claim, security interest or restriction whatsoever upon any of the properties or assets of the Company or any subsidiary or any acceleration of indebtedness pursuant to any obligation, agreement or condition contained in any bond, debenture, note or any other evidence of indebtedness or any indenture, mortgage, deed of trust or any other agreement or instrument to which the Company or any subsidiary are a party or by which they are bound or to which any of the property or assets of the Company or any subsidiary is subject. No consent, approval, authorization or other order of, or registration, qualification or filing with, any regulatory body, administrative agency, or other governmental body is required for the execution and delivery of this Agreement by the Company and the valid issuance or sale of the Securities by the Company pursuant to this Agreement, other than such as have been made or obtained and that remain in full force and effect, and except for the filing of a Form D, any filings required to be made under state securities laws and filings with the Nasdaq Global Select Market.

2.3 Articles of Incorporation; Bylaws. The Company has made available to the Purchasers true, correct and complete copies of the Articles of Incorporation and Bylaws of the Company, as in effect on the date hereof.

2.4 Organization, Good Standing and Qualification. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Minnesota and has all requisite corporate power and authority to carry on its business as now conducted. The Company and each of its subsidiaries has full power and authority to own, operate and occupy its properties and to conduct its business as presently conducted and is duly qualified to transact business and is in good standing in each jurisdiction in which the failure so to qualify would have a material adverse effect on its or its subsidiaries' business, financial condition, properties, operations, prospects or assets or its ability to perform its obligations under this Agreement (a " *Material Adverse Effect* ").

2.5 SEC Filings. The consolidated financial statements contained in each report, registration statement and definitive proxy statement filed by the Company with the Securities and Exchange Commission (the " *SEC* ," and the documents, the " *Company SEC Documents* "): (i) complied as to form in all material respects with the published rules and regulations of the SEC applicable thereto and were timely filed; (ii) the information contained therein as of the respective dates thereof did not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein in light of the circumstances under which they were made not misleading; (iii) were prepared in accordance with generally accepted accounting principles applied on a consistent basis throughout the periods covered, except as may be indicated in the notes to such financial statements and (in the case of unaudited statements) as permitted by Form 10-Q of the SEC, and except that unaudited financial statements may not contain footnotes and are subject to year-end audit adjustments; and (iv) fairly present the consolidated financial position of the Company and its subsidiaries as of the respective dates thereof and the consolidated results of operations and the changes in shareholders' equity of the Company and its subsidiaries for the periods covered thereby.

2.6 Subsidiaries. Except as set forth in the Company SEC Documents, the Company does not presently own or control, directly or indirectly, and has no stock or other interest as owner or principal in, any other corporation or partnership, joint venture, association or other business venture or entity with material operations (each a " *subsidiary* "). Each subsidiary is duly incorporated or organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization and has all requisite power and authority to carry on its business as now conducted. Each subsidiary is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a material adverse effect on its business or properties. All of the outstanding capital stock or other securities of each subsidiary is owned by the Company, directly or indirectly, free and clear of any liens, claims, or encumbrances.

2.7 Valid Issuance of Securities. The Securities and the Warrant Shares are duly authorized and, when issued, sold and delivered in accordance with the terms hereof or the Warrants, as the case may be, will be duly and validly authorized and issued, fully paid and nonassessable, free from all taxes, liens, claims, encumbrances and charges with respect to the issue thereof; provided, however, that the Securities and the Warrant Shares may be subject to restrictions on transfer under state and/or federal securities laws or as otherwise set forth herein. The issuance, sale and delivery of the Securities and the Warrant Shares in accordance with the terms hereof or the Warrant, as the case may be, will not be subject to preemptive rights of shareholders of the Company. The Warrant Shares have been duly reserved for issuance upon exercise of the Warrant.

2.8 Offering. Assuming the accuracy of the representations of the Purchasers in Section 3.3 of this Agreement on the date hereof, on the Closing Date and solely as this Section relates to the issue and sale of the Warrant Shares on the date(s) of exercise of the Warrant, the offer, issue and sale of the Securities and issuance of the Warrant Shares upon exercise of the Warrant (assuming no change in applicable law prior to the date the Warrant Shares are issued), are and will be exempt from the registration and prospectus delivery requirements of the Securities Act and have been or will be registered or qualified (or are or will be exempt from registration and qualification) under the registration, permit or qualification requirements of all applicable state securities laws. Neither the Company, nor any of its Affiliates, nor any person acting on its or their behalf, has directly or indirectly made any offers or sales of any security or solicited any offers to buy any security under circumstances that would require registration under the Securities Act of the issuance of the Securities to the Purchasers or the issuance of the Warrant Shares upon exercise of the Warrants. Other than the Company SEC Documents, the Company has not distributed and will not distribute prior to the Closing Date any offering material in connection with the offering and sale of the Securities or Warrant Shares. The Company has not taken any action to sell, offer for sale or solicit offers to buy any securities of the Company which would bring the offer, issuance or sale of the Securities or the issuance of the Warrant Shares upon exercise of the Warrants, within the provisions of Section 5 of the Securities Act, unless such offer, issuance or sale was or shall be within the exemptions of Section 4 of the Securities Act.

2.9 Litigation. Except as set forth in the Company SEC Documents, there is no action, suit, proceeding nor investigation pending or, to the Company's knowledge, currently threatened against the Company or any of its subsidiaries that would be required to be disclosed in the Company's Annual Report on Form 10-K under the requirements of Item 103 of Regulation S-K. The foregoing includes, without limitation, any action, suit, proceeding or investigation, pending or threatened, that questions the validity of this Agreement or the right of the Company to enter into such Agreement and perform its obligations hereunder. Neither the Company nor any subsidiary is subject to any material injunction, judgment, decree or order of any court, regulatory body, arbitral panel, administrative agency or other government body.

2.10 Governmental Consents. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state, local or provincial governmental authority on the part of the Company is required in connection with the consummation of the transactions contemplated by this Agreement, except for notices required or permitted to be filed with certain state and federal securities commissions, which notices will be filed on a timely basis.

2.11 No General Solicitation . Neither the Company, nor any of its Affiliates, nor any person acting on its or their behalf, has engaged in any form of general solicitation or general advertising (within the meaning of Regulation D promulgated under the Securities Act) in connection with the offer or sale of the Securities. " *Affiliates* " has the meaning given to it in Rule 12b-2 under the Securities Exchange Act of 1934.

2.12 No "Bad Actor" Disqualification. The Company has exercised reasonable care, in accordance with SEC rules and guidance, and has conducted a factual inquiry, the nature and scope of which reflect reasonable care under the relevant facts and circumstances, to determine whether any Covered Person (as defined below) is subject to any of the "bad actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the Securities Act (" *Disqualification Events* "). To the Company's knowledge, after conducting such sufficiently diligent factual inquiries, no Covered Person is subject to a Disqualification Event, except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3) under the Securities Act. The Company has complied, to the extent applicable, with any disclosure obligations under Rule 506(e) under the Securities Act. " *Covered Persons* " are those persons specified in Rule 506(d)(1) under the Securities Act, including the Company; any predecessor or Affiliate of the Company; any director, executive officer, other officer participating in the offering, general partner or managing member of the Company; any beneficial owner of 20% or more of the Company's outstanding voting equity securities, calculated on the basis of voting power; any promoter (as defined in Rule 405 under the Securities Act) connected with the Company in any capacity at the time of the sale of the Shares; and any person that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of the Shares (a " *Solicitor* "), any general partner or managing member of any Solicitor, and any director, executive officer or other officer participating in the offering of any Solicitor or general partner or managing member of any Solicitor.

3. Representations and Warranties of the Purchasers. Each Purchaser, severally and not jointly, hereby represents and warrants to the Company as follows:

3.1 Legal Power. Each Purchaser has the requisite authority to enter into this Agreement and to carry out and perform its obligations under the terms of this Agreement. All action on each Purchaser's part required for the lawful execution and delivery of this Agreement have been or will be effectively taken prior to the Closing.

3.2 Due Execution. This Agreement has been duly authorized, executed and delivered by each Purchaser, and, upon due execution and delivery by the Company, this Agreement will be a valid and binding agreement of each Purchaser, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally or by equitable principles.

3.3 Investment Representations. In connection with the sale and issuance of the Securities and Warrant Shares, each Purchaser, for itself and no other Purchaser, makes the following representations:

(a) Investment for Own Account. Each Purchaser is acquiring the Securities and the Warrant Shares for its own account, not as nominee or agent, and not with a view to, or for resale in connection with, any distribution or public offering thereof within the meaning of the Securities Act; provided, however, that by making the representations herein, each Purchaser does not agree to hold any of the Securities for any minimum or specific term and reserves the right to dispose of the securities at any time in accordance with or pursuant to a registration statement or an exemption from the registration requirements of the Securities Act.

(b) Transfer Restrictions; Legends. Each Purchaser understands that (i) the Securities and Warrant Shares have not been registered under the Securities Act; (ii) the Securities and Warrant Shares are being offered and sold pursuant to an exemption from registration, based in part upon the Company's reliance upon the statements and representations made by each Purchasers in this Agreement, and that the Securities and Warrant Shares must be held by each Purchaser indefinitely, and that each Purchaser must, therefore, bear the economic risk of such investment indefinitely, unless a subsequent disposition thereof is registered under the Securities Act or is exempt from such registration; (iii) each Certificate representing the Securities and Warrant Shares will be endorsed with the following legend until the earlier of (1) in the case of the Shares and Warrant Shares, such date as the Shares or Warrant Shares, as the case may be, have been registered for resale by each Purchaser or (2) the date the Shares, the Warrants or the Warrant Shares, as the case may be, are eligible for sale under Rule 144 under the Securities Act without limitations:

> THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE " *SECURITIES ACT* "), OR UNDER THE SECURITIES LAWS OF ANY STATES. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. UNLESS SOLD PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

(iv) the Company will instruct any transfer agent not to register the transfer of the Securities or Warrant Shares (or any portion thereof) until the applicable date set forth in clause (iii) above unless the conditions specified in the foregoing legends are satisfied or, if the opinion of counsel referred to above is to the further effect that such legend is not required in order to establish compliance with any provisions of the Securities Act or this Agreement, or other satisfactory assurances of such nature are given to the Company.

Each Purchaser, severally and not jointly with the other Purchasers, agrees that the removal of the restrictive legend from certificates representing Securities as set forth in this Section 3.3(b) is predicated upon the Company's reliance that each Purchaser will sell any Securities pursuant to either the registration requirements of the Securities Act, including any applicable prospectus delivery requirements, or an exemption therefrom.

(c) Financial Sophistication; Due Diligence. Each Purchaser has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in connection with the transactions contemplated in this Agreement. Such Purchaser has, in connection with its decision to purchase the Securities, relied only upon the representations and warranties contained herein and the information contained in the Company SEC Documents. Further, each Purchaser has had such opportunity to obtain additional information and to ask questions of, and receive answers from, the Company, concerning the terms and conditions of the investment and the business and affairs of the Company, as each Purchaser considers necessary in order to form an investment decision.

(d) Accredited Investor Status. Each Purchaser is an "accredited investor" as such term is defined in Rule 501(a) of the rules and regulations promulgated under the Securities Act and has provided a questionnaire as requested by the Company to document such status.

(e) Residency. Each Purchaser is organized under the laws of or resident in the state set forth beneath such Purchaser's name on the signature page attached hereto, and its principal place of operations (if applicable) is in the state set forth beneath such Purchaser's name on the signature page attached hereto.

(f) General Solicitation . Each Purchaser is not purchasing the Securities as a result of any advertisement, article, notice or other communication regarding the Securities published in any newspaper, magazine or similar media or broadcast over the television or radio or presented at any seminar or any other general solicitation or general advertisement. Prior to the time that each Purchaser was first contacted by the Company such Purchaser had a pre-existing and substantial relationship with the Company.

3.4 No Investment, Tax or Legal Advice . Each Purchaser understands that nothing in the Company SEC Documents, this Agreement, or any other materials presented to each Purchaser in connection with the purchase and sale of the Securities constitutes legal, tax or investment advice. Each Purchaser has consulted such legal, tax and investment advisors as it, in its sole discretion, has deemed necessary or appropriate in connection with its purchase of Securities.

3.5 Additional Acknowledgement. Each Purchaser acknowledges that it has independently evaluated the merits of the transactions contemplated by this Agreement, that it has independently determined to enter into the transactions contemplated hereby, that it is not relying on any advice from or evaluation by any other person.

3.6 Limited Ownership. The purchase of the Securities issuable to each Purchaser at the Closing will not result in such Purchaser (individually or together with any other person or entity with whom such Purchaser has identified, or will have identified, itself as part of a "group" in a public filing made with the SEC involving the Company's securities) acquiring, or obtaining the right to acquire, in excess of 19.999% of the outstanding shares of Common Stock or voting power of the Company on a post-transaction basis that assumes that the Closing shall have occurred.

3.7 No Short Position. As of the date hereof, and as of the Closing Date, each Purchaser acknowledges and agrees that it does not and will not (between the date hereof and the Closing Date) engage in any short sale regarding the Company's voting stock or any other type of hedging transaction involving the Company's securities (including, without limitation, depositing shares of the Company's securities with a brokerage firm where such securities are made available by the broker to other customers of the firm for purposes of hedging or short selling the Company's securities).

4. Conditions to Closing.

4.1 Conditions to Obligations of Purchasers at Closing. Each Purchaser's obligation to purchase the Securities at the Closing is subject to the fulfillment to that Purchaser's reasonable satisfaction, on or prior to the Closing, of all of the following conditions, any of which may be waived by the Purchaser:

(a) Representations and Warranties True; Performance of Obligations. The representations and warranties made by the Company in Section 2 shall be true and correct in all respects on the Closing Date with the same force and effect as if they had been made on and as of said date and the Company shall have performed and complied with all obligations and conditions herein required to be performed or complied with by it on or prior to the Closing and a certificate duly executed by an officer of the Company, to the effect of the foregoing, shall be delivered to the Purchasers.

(b) Proceedings and Documents. All corporate and other proceedings in connection with the transactions contemplated at the Closing and all documents and instruments incident to such transactions shall be reasonably satisfactory in substance and form to counsel to the Purchaser, and counsel to the Purchaser shall have received all such counterpart originals or certified or other copies of such documents as they may reasonably request. The Company shall have delivered (or caused to have been delivered) to each Purchaser, the certificates required by this Agreement. The Warrant Shares shall have been duly authorized and reserved for issuance upon exercise of the Warrant.

(c) Qualifications, Legal Investment. All authorizations, approvals, or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required in connection with the lawful sale and issuance of the Securities and Warrant Shares shall have been duly obtained and shall be effective on and as of the Closing. No stop order or other order enjoining the sale of the Securities or Warrant Shares shall have been issued and no proceedings for such purpose shall be pending or, to the knowledge of the Company, threatened by the SEC, or any commissioner of corporations or similar officer of any state having jurisdiction over this transaction. At the time of the Closing, the sale and issuance of the Securities and Warrant Shares shall be legally permitted by all laws and regulations to which Purchasers and the Company are subject. No litigation, statute, rule, regulation, executive order, decree, ruling or injunction will have been enacted, entered, promulgated or endorsed by or in any court or governmental authority of competent jurisdiction or any self-regulatory organization having authority over the matters contemplated hereby which prohibits the consummation of any of the transactions contemplated by this Agreement.

(d) Execution of Agreements. The Company shall have executed this Agreement and have delivered this Agreement to the Purchasers.

(e) Secretary's Certificate . The Company shall have delivered to the Purchasers a certificate of the Secretary of the Company certifying as to the truth and accuracy of the resolutions of the board of directors relating to the transaction contemplated hereby (a copy of which shall be included with such certificate).

(f) Trading and Listing. Trading and listing of the Company's common stock on the Nasdaq Global Select Market shall not have been suspended by the SEC or the Nasdaq Global Select Market.

(g) Blue Sky. The Company shall have obtained all necessary "blue sky" law permits and qualifications, or have the availability of exemptions therefrom, required by any state for the offer and sale of the Securities and issuance of the Warrant Shares upon exercise of the Warrant.

(h) Material Adverse Change. Since the date of this Agreement, there shall not have occurred any event which results in a Material Adverse Effect.

4.2 Conditions to Obligations of the Company. The Company's obligation to issue and sell the Securities at the Closing is subject to the fulfillment to the Company's reasonable satisfaction, on or prior to the Closing of the following conditions, any of which may be waived by the Company:

(a) Representations and Warranties True. The representations and warranties made by the Purchasers in Section 3 shall be true and correct in all material respects on the Closing Date with the same force and effect as if they had been made on and as of said date.

(b) Performance of Obligations. The Purchasers shall have performed and complied with all agreements and conditions herein required to be performed or complied with by them on or before the Closing. The Purchasers shall have delivered the Purchase Price, by wire transfer, to the account designated by the Company for such purpose.

(c) Qualifications, Legal Investment. All authorizations, approvals, or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required in connection with the lawful sale and issuance of the Securities and Warrant Shares shall have been duly obtained and shall be effective on and as of the Closing. No stop order or other order enjoining the sale of the Securities or Warrant Shares shall have been issued and no proceedings for such purpose shall be pending or, to the knowledge of the Company, threatened by the SEC, or any commissioner of corporations or similar officer of any state having jurisdiction over this transaction. At the time of the Closing, the sale and issuance of the Securities and the Warrant Shares shall be legally permitted by all laws and regulations to which the Purchasers and the Company are subject. No litigation, statute, rule, regulation, executive order, decree, ruling or injunction will have been enacted, entered, promulgated or endorsed by or in any court or governmental authority of competent jurisdiction or any self-regulatory organization having authority over the matters contemplated hereby which prohibits the consummation of any of the transactions contemplated by this Agreement.

(d) Execution of Agreements. The Purchasers shall have executed this Agreement and delivered this Agreement to the Company.

(e) Confidential Vendor Exclusivity Agreement. Sterling Time shall have executed that certain Vendor Exclusivity Agreement between the Company and Sterling Time and delivered such agreement to the Company.

(f) Clawback Letter Agreement. Each Purchaser shall have executed that certain Clawback Letter Agreement between the Company and the Purchasers to be dated on or about the date hereof and delivered such agreement to the Company.

(g) Merchandise Letter Agreement. Sterling Time shall have executed that certain Merchandise Letter Agreement between the Company and Sterling Time to be dated on or about the date hereof and delivered such agreement to the Company.

(h) D&O Questionnaires. Timothy Peterman, Eyal Lalo and Michael Friedman shall not have modified their responses to their D&O Questionnaires (as defined below) previously provided to the Company and the facts underlying their responses to their D&O Questionnaires shall not have changed.

5. Additional Covenants.

5.1 Board of Directors. Concurrent with the Closing, Thomas Beers and Mark Holtsworth will resign from the Company's board of directors and the Company will appoint Eyal Lalo and Michael Friedman to the Company's board of directors. In addition, the Company's board of directors will appoint Eyal Lalo as the Vice Chair of the Company's board of directors. Each of Eyal Lalo and Michael Friedman has provided the Company with a completed director questionnaire (" *D&O Questionnaire* "). Each of Eyal Lalo and Michael Friedman represents and warrants to the Company that his respective D&O Questionnaire contains no untrue statement or alleged untrue statement of a material fact, or any omission or alleged omission of a material fact requested to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Company agrees to (a) recommend, and reflect such recommendation in the Company's definitive proxy statement in connection with the 2019 annual meeting of shareholders, that the shareholders of the Company vote to re-elect each of Eyal Lalo and Michael Friedman as a director of the Company at the 2019 annual meeting of shareholders for a term of office expiring at the 2020 annual meeting of the shareholders of the Company, and (b) solicit, obtain proxies in favor of, and otherwise support the election of Eyal Lalo and Michael Friedman at the 2019 annual meeting of shareholders, in a manner no less favorable than the manner in which the Company supports other nominees for election at the 2019 annual meeting of shareholders.

5.2 Chief Executive Officer. Concurrent with the Closing, the Company will appoint Timothy Peterman as Chief Executive Officer of the Company. Timothy Peterman has provided the Company with a completed officer questionnaire (also a " *D&O Questionnaire* "). Timothy Peterman represents and warrants to the Company that his D&O Questionnaire contains no untrue statement or alleged untrue statement of a material fact, or any omission or alleged omission of a material fact requested to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

5.3. Policies and Procedures. The Purchasers acknowledge that each of Eyal Lalo, Michael Friedman and Timothy Peterman shall be required to comply with all policies, processes, procedures, codes, rules, standards, and guidelines applicable, from time to time, to members of the Company's board of directors and executive officers, 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, and the each of Eyal Lalo, Michael Friedman and Timothy Peterman.

5.4 Confidential Information. The parties have entered into that certain non-disclosure agreement dated March 26, 2019, which agreement remains in effect.

5.5 Form D and State Securities Filings . The Company will file with the SEC a Notice of Sale of Securities on Form D with respect to the Securities, as required under Regulation D under the Securities Act, no later than 15 days after the Closing Date. The Company will promptly and timely file all documents and pay all filing fees required by any states' securities laws in connection with the sale of Securities.

5.6 Form 8-K Information. Each Purchaser has reviewed the disclosure contained in the draft Form 8-K announcing the matters described in this Agreement (the " *Form 8-K* "). Each Purchaser represents and warrants to the Company that, to such Purchaser's knowledge, the Form 8-K contains no untrue statement or alleged untrue statement of a material fact, or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

5.7 Candidate Information. The Purchasers acknowledge that each of Eyal Lalo, Michael Friedman and Timothy Peterman shall have provided to the Company information required to be, or customarily disclosed by, directors or director candidates or officers (as applicable) in proxy statements or other filings under applicable law or stock exchange rules or listing standards, information in connection with assessing eligibility, independence, and other criteria applicable to directors, and a fully completed, true and accurate copy of the D&O Questionnaires and other reasonable and customary director onboarding documentation. The Purchasers agree that each of Eyal Lalo, Michael Friedman and Timothy Peterman shall be required to provide the Company with such information as reasonably requested from all members of the Company's board 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.

5.8 Limitation on Transfer.

(a) " *Restricted Securities* " means (i) the Shares, the Warrants, the Warrant Shares and (ii) any other shares of capital stock of the Company issued in respect of such Shares or Warrant Shares (as a result of stock splits, stock dividends, reclassifications, recapitalizations or similar events) or securities issued in respect of such Warrants; provided, however, that securities that are Restricted Securities shall cease to be Restricted Securities upon any sale pursuant to an effective registration statement under the Securities Act or pursuant to Rule 144 or another exemption available under the Securities Act. In no event may the Restricted Securities be sold or transferred unless either (A) they first shall have been registered under the Securities Act or (B) the Company shall have been furnished with an opinion of legal counsel, reasonably satisfactory to the Company, to the effect that such sale or transfer is exempt from the registration requirements of the Securities Act.

(b) Notwithstanding any other provision herein to the contrary, (1) a Purchaser shall not sell, transfer, assign, donate, pledge or otherwise dispose of the Restricted Securities until May 2, 2021, and (2) a Purchaser shall not at any time, directly or indirectly, sell, transfer or otherwise dispose of any Restricted Securities when Purchaser is in possession of material non-public information about the Company.

(c) Any certificate representing Restricted Securities shall bear a legend substantially in the following form:

> The securities represented hereby are subject to a restriction on transfer contained in a Common Stock and Warrant Purchase Agreement, dated as of May 2, 2019. A copy of the agreement is available at the Company's principal executive offices.

(d) Each Purchaser acknowledges and agrees that the Company, in its discretion, may cause stop transfer orders to be placed with its transfer agent with respect to the Restricted Securities in order to facilitate the transfer restrictions referred to in this Section. The Company shall remove the legend from the certificates representing any Restricted Securities at the request of the holder thereof at such time as they are sold pursuant to an effective registration statement under the Securities Act or an exemption from the registration requirements of the Securities Act in compliance with this Section.

(e) No Purchaser shall engage, directly or indirectly, in any short sales with respect to the Common Stock of the Company until May 2, 2021.

5.9 Standstill Agreement.

(a) Each Purchaser agrees that, from the date of this Agreement until May 2, 2021 (the " *Standstill Period* "), without the prior written authorization or invitation of the Company's board of directors, neither it nor any of its Affiliates or Associates, will, and each Purchaser will cause each of its Affiliates and Associates 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 Purchaser of any securities of the Company into any tender or exchange offer not made, financed, or otherwise supported by the Purchaser or any Affiliate or Associate thereof or preclude the ability of any Purchaser 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 Purchaser 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 Securities Exchange Act of 1934, to vote any securities of the Company in opposition to any recommendation or proposal of the Company's board of directors;

(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 Securities Exchange Act of 1934), 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 Purchaser's total beneficial ownership would exceed in the aggregate (among all of the Purchasers and any Affiliate or Associate thereof) 9.9% of the Common Stock outstanding (except to the extent that the Purchaser's total beneficial ownership exceeds in the aggregate (among all of the Purchasers and any Affiliate or Associate thereof) 9.9% of the Common Stock outstanding as of the date of this Agreement;

(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 Purchasers to any person or entity not (A) a party to this Agreement, (B) a member of the Company's board of directors, (C) an officer of the Company, or (D) an Affiliate or Associate of the Purchasers (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) engage in any short sale with respect to any security (other than a broad-based market basket or index) that includes, relates to, or derives any significant part of its value from a decline in the market price or value of the securities of the Company;

(vi) 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 Company's board of directors 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 Company's board of directors, (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 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 Securities Exchange Act of 1934;

(vii) 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 Articles of Incorporation or Bylaws, including a "town hall meeting";

(viii) publicly seek, alone or in concert with others, representation on the Company's board of directors, except as expressly permitted by this Agreement;

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

(x) 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 Purchaser that is otherwise in accordance with this Agreement);

(xi) 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 Securities Exchange Act of 1934);

(xii) form, join, or in any other way participate in any "group" (within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934) with respect to the Common Stock (other than the Purchasers as a group);

(xiii) demand a copy of the Company's list of shareholders or its other books and records, whether pursuant to the Minnesota Business Corporation Act (the " *MBCA* ") or pursuant to any other statutory right;

(xiv) 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 Purchasers 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 a Purchaser, (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 Purchasers prior to the date hereof, or (D) exercising statutory dissenter's, appraisal, or similar rights under the MBCA; provided, further , that the foregoing shall also not prevent the Purchasers 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 5.9(a)(xiv);

(xv) 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 Company's board of directors, 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;

(xvi) 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;

(xvii) 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;

(xviii) take any action challenging the validity or enforceability of any of the provisions of this Section 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; or

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

(b) Notwithstanding the foregoing, the provisions of this Section shall not limit in any respect the actions of any director or executive officer of the Company (including Eyal Lalo, Michael Friedman or Timothy Peterman) in his or her capacity as such, recognizing that such actions are subject to such director's and officer's fiduciary duties to the Company and its shareholders (it being understood and agreed that neither the Purchasers nor any of their Affiliates or Associates shall seek to do indirectly through the Eyal Lalo, Michael Friedman or Timothy Peterman in their capacity as directors or officers anything that would be prohibited if done by any of the Purchasers or their Affiliates and Associates directly).

(c) The foregoing provisions of this Section shall not be deemed to prohibit the Purchasers or their directors, officers, partners, employees, members, or agents, in each case acting in such capacity (" *Purchaser Agents* "), from communicating privately regarding or privately advocating for or against any of the matters described in this Section 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) As of the date of this Agreement, none of the Purchasers is engaged in any discussions or negotiations with any person, and none of the Purchasers 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 Purchasers 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 Purchasers would violate any of the terms of this Agreement. The Purchasers 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.

(e) As used in this Agreement, the term " *Associate* " shall have the meaning set forth in Rule 12b-2 promulgated by the SEC under the Securities Exchange Act of 1934; 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 Securities Exchange Act of 1934; 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.

(f) Notwithstanding anything contained in this Agreement to the contrary, the provisions of this Section 5.9 shall automatically terminate upon 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, tender offer 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.

5.10 Voting Agreement. Each Purchaser shall cause all shares of Common Stock beneficially owned by it and its Affiliates and Associates to be (i) present for quorum purposes at all meetings of Company shareholders held during the "Exclusivity Period" set forth in the Exclusivity Agreement, and at any adjournments or postponements thereof, and (ii) voted at all such meetings in favor of all directors nominated by the Company's board of directors for election and in accordance with all Company's board of directors recommendations for any other proposals.

6. Miscellaneous.

6.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to the choice of law provisions thereof, and the federal laws of the United States.

6.2 Successors and Assigns. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors, and administrators of the parties hereto.

6.3 Entire Agreement. This Agreement and the exhibits hereto, and the other documents delivered pursuant hereto, constitute the full and entire understanding and agreement among the parties with regard to the subjects hereof and no party shall be liable or bound to any other party in any manner by any representations, warranties, covenants, or agreements except as specifically set forth herein or therein. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto and their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided herein.

6.4 Severability. In the event any provision of this Agreement shall be invalid, illegal, or unenforceable, it shall to the extent practicable, be modified so as to make it valid, legal and enforceable and to retain as nearly as practicable the intent of the parties, and the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

6.5 Amendment and Waiver. Except as otherwise provided herein, any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance, either retroactively or prospectively, and either for a specified period of time or indefinitely), with the written consent of the Company and each Purchaser. Any amendment or waiver effected in accordance with this Section shall be binding upon any holder of any Securities purchased under this Agreement (including securities into which such Securities have been converted), each future holder of all such securities, and the Company.

6.6 Fees and Expenses. Except as otherwise set forth herein, the Company and the Purchasers shall bear their own expenses and legal fees incurred on their behalf with respect to this Agreement and the transactions contemplated hereby. Each party hereby agrees to indemnify and to hold harmless of and from any liability the other party for any commission or compensation in the nature of a finder's fee to any broker or other person or firm (and the costs and expenses of defending against such liability or asserted liability) for which such indemnifying party or any of its employees or representatives are responsible.

6.7 Notices. All notices, requests, consents and other communications hereunder shall be in writing, shall be delivered (A) if within the United States, by first-class registered or certified airmail, or nationally recognized overnight express courier, postage prepaid, or by facsimile, or (B) if from outside the United States, by International Federal Express (or comparable service) or facsimile, and shall be deemed given (i) if delivered by first-class registered or certified mail domestic, upon the business day received, (ii) if delivered by nationally recognized overnight carrier, one business day after timely delivery to such carrier, (iii) if delivered by International Federal Express (or comparable service), two business days after so mailed, (iv) if delivered by facsimile, upon electric confirmation of receipt and shall be addressed as follows, or to such other address or addresses as may have been furnished in writing by a party to another party pursuant to this paragraph:

if to the Company, to:

Evine Live Inc.
6740 Shady Oak Road
Eden Prairie, MN 55344-3433
Attention: General Counsel

with a copy to:

Faegre Baker Daniels LLP
2200 Wells Fargo Center
90 S. 7 th Street
Minneapolis, MN 55402-3901
Attention: Jonathan Zimmerman
Facsimile: +1 612 766 1600

if to the Purchaser, at its address on the signature page to this Agreement.

6.8 Survival of Representations, Warranties and Agreements . All covenants, agreements, representations and warranties made by the Company and the Purchaser herein shall survive the execution of this Agreement, the delivery to the Purchaser of the Securities being purchased and the payment therefor.

6.9 Counterparts. This Agreement may be executed by electronic or facsimile signature and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

6.10 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.

[*The Remainder of this Page is Blank*]

In witness whereof, the foregoing Common Stock and Warrant Purchase Agreement is hereby executed as of the date first above written.

EVINE LIVE INC.

By: */s/ Andrea M. Fike*
Name: Andrea M. Fike
Title: EVP, General Counsel

In witness whereof, the foregoing Common Stock and Warrant Purchase Agreement is hereby executed as of the date first above written.

Tim Peterman

Name of Purchaser

By: */s/ Tim Peterman*
Name: Tim Peterman
Title: CEO

Investment Amount:
Tax Identification No.:
State of Organization:
State of Principal Place of Operations:

Address for Notice:

Attention:
Telephone:
Facsimile:

Delivery Instructions (if different from above):

Attention:
Telephone:
Facsimile:

In witness whereof, the foregoing Common Stock and Warrant Purchase Agreement is hereby executed as of the date first above written.

Michael & Leah Friedman

Name of Purchaser

By: */s/ Michael Friedman*
Name: Michael Friedman
Title: Individually

By: */s/ Leah Friedman*
Name: Leah Friedman
Title: Individually

Investment Amount:
Tax Identification No.:
State of Organization:
State of Principal Place of Operations:

Address for Notice:

Attention:
Telephone:
Facsimile:

Delivery Instructions (if different from above):

Attention:
Telephone:
Facsimile:

In witness whereof, the foregoing Common Stock and Warrant Purchase Agreement is hereby executed as of the date first above written.

Invicta Media Investments, LLC

Name of Purchaser

By: */s/ Eyal Lalo*
Name: Eyal Lalo
Title: Owner

Investment Amount:
Tax Identification No.:
State of Organization:
State of Principal Place of Operations:

Address for Notice:

Attention:
Telephone:
Facsimile:

Delivery Instructions (if different from above):

Attention:
Telephone:
Facsimile:

In witness whereof, the foregoing Common Stock and Warrant Purchase Agreement is hereby executed as of the date first above written.

Retailing Enterprises, LLC

Name of Purchaser

By: */s/ Mauricio Krantzberg*
Name: Mauricio Krantzberg
Title: President

Investment Amount:
Tax Identification No.:
State of Organization:
State of Principal Place of Operations:

Address for Notice:

Attention:
Telephone:
Facsimile:

Delivery Instructions (if different from above):

Attention:
Telephone:
Facsimile:

In witness whereof, the foregoing Common Stock and Warrant Purchase Agreement is hereby executed as of the date first above written.

ZWI Group LLC

Name of Purchaser

By: Marvin Fischman
Name: */s/ Marvin Fischman*
Title: President

Investment Amount:
Tax Identification No.:
State of Organization:
State of Principal Place of Operations:

Address for Notice:

Attention:
Telephone:
Facsimile:

Delivery Instructions (if different from above):

Attention:
Telephone:
Facsimile:

In witness whereof, the foregoing Common Stock and Warrant Purchase Agreement is hereby executed as of the date first above written.

Milestone Venture Partners LLC

Name of Purchaser

By: */s/ Edwin A. Goodman*
Name: Edwin A. Goodman
Title: Managing Member

Investment Amount:
Tax Identification No.:
State of Organization:
State of Principal Place of Operations:

Address for Notice:

Attention:
Telephone:
Facsimile:

Delivery Instructions (if different from above):

Attention:
Telephone:
Facsimile:

ACCREDITED INVESTOR CRITERIA
[Mark as applicable]

_____ The undersigned is an individual with a net worth, or a joint net worth together with his or her spouse, in excess of $1,000,000. In calculating net worth, you may include equity in personal property and real estate (excluding your principal residence), cash, short term investments, stock and securities. Indebtedness that is secured by your primary residence up to the estimated fair market value of the residence shall not be included as a liability unless it exceeds the amount outstanding 60 days before the date of this agreement other than as a result of acquisition of your primary residence. Indebtedness secured by your primary residence in excess of the fair market value of the residence shall be included as a liability.

_____ The undersigned is an individual that had an individual income in excess of $200,000 in each of the prior two years and reasonably expects an income in excess of $200,000 in the current year.

_____ The undersigned is an individual that had with his or her spouse joint income in excess of $300,000 in each of the prior two years and reasonably expects joint income in excess of $300,000 in the current year.

_____ The undersigned is a director or executive officer of the Company.

_____ The undersigned is an entity, and is an "accredited investor" as defined in Rule 501(a) of Regulation D under the Securities Act. This representation is based on the following (check one or more, as applicable):

_____ The undersigned is an entity in which all equity owners are accredited investors. (If relying on this category alone, each equity owner must complete a separate copy of this Agreement.)

_____ The undersigned (or, in the case of a trust, the undersigned trustee) is a bank or savings and loan association as defined in Sections 3(a)(2) and 3(a)(5)(A), respectively, of the Securities Act acting either in its individual or fiduciary capacity.

_____ The undersigned is an insurance company as defined in Section 2(13) of the Securities Act.

_____ The undersigned is an investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of the Securities Act.

_____ The undersigned is a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958.

_____ The undersigned is an employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974 and either (check one or more, as applicable):

_____ the investment decision is made by a plan fiduciary, as defined in Section 3(21) of the Securities Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser; or

_____ the employee benefit plan has total assets in excess of $5,000,000; or

_____ the plan is a self-directed plan with investment decisions made solely by persons who are "Accredited Investors" as defined under the Securities Act.

_____ The undersigned is a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.

_____ The undersigned has total assets in excess of $5,000,000, was not formed for the specific purpose of acquiring Securities and is one or more of the following (check one or more, as applicable):

_____ an organization described in Section 501(c)(3) of the Internal Revenue Code; or

_____ a corporation; or _____ a Massachusetts or similar business trust; or

_____ a partnership.

_____ The undersigned is a trust with total assets exceeding $5,000,000, which was not formed for the specific purpose of acquiring Securities and whose purchase is directed by a person who has such knowledge and experience in financial and business matters that Subscriber is capable of evaluating the merits and risks of the investment in the Securities.

EXHIBIT A

SCHEDULE OF PURCHASERS

Purchaser	Aggregate Purchase Price	Common Shares	Warrant Shares	State of Organization or Residence	State of Principal Place of Operations
Invicta Media Investments, LLC	$ 3,000,000	4,000,000	2,526,562	FL	FL
Michael and Leah Friedman, JTWROS	1,350,000	1,800,000	842,188	NY	–
Retailing Enterprises, LLC	1,200,000	1,600,000	–	FL	FL
ZWI Group LLC	225,000	300,000	–	NJ	NJ
Timothy A. Peterman	125,000	166,667	72,917	OH	–
Milestone Venture Partners LLC	100,000	133,333	58,333	NY	NY
Total	**$ 6,000,000**	**8,000,000**	**3,500,000**		

EXHIBIT B

FORM OF WARRANT

NEITHER THE SECURITIES REPRESENTED HEREBY NOR THE SECURITIES ISSUABLE UPON EXERCISE OF THESE SECURITIES HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE " *SECURITIES ACT* "), OR UNDER THE SECURITIES LAWS OF ANY STATES. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. UNLESS SOLD PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

EVINE LIVE INC.

WARRANT

Warrant No. 2019-[__] Original Issue Date: May 2, 2019

EVINE LIVE INC. , a Minnesota corporation (the " *Company* "), hereby certifies that, for value received, [**_____]** or its registered assigns (the " *Holder* "), is entitled to purchase from the Company up to a total of [**_____]** shares of Common Stock (each such share, a " *Warrant Share* " and all such shares, the " *Warrant Shares* "), at any time and from time to time from and after the Original Issue Date and through and including May 1, 2024 (the " *Expiration Date* "), and subject to the following terms and conditions:

1. Definitions. As used in this Warrant, the following terms shall have the respective definitions set forth in this Section. Capitalized terms that are used and not defined in this Warrant that are defined in the Purchase Agreement (as defined below) shall have the respective definitions set forth in the Purchase Agreement.

" *Closing Price* " means, for any date of determination, the price determined by the first of the following clauses that applies: (i) if the Common Stock is then listed or quoted on a Trading Market, the closing bid price per share of the Common Stock for such date (or the nearest preceding date) on such market; (ii) if prices for the Common Stock are then quoted on the OTC Bulletin Board, the closing bid price per share of the Common Stock for such date (or the nearest preceding date) so quoted; (iii) if prices for the Common Stock are then reported in the "Pink Sheets" published by the National Quotation Bureau Incorporated (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Common Stock so reported; or (iv) in all other cases, the fair market value of a share of Common Stock as determined by an independent qualified appraiser selected in good faith and paid for by the Company.

" *Common Stock* " means the common stock of the Company, par value $.01 per share, and any securities into which such common stock may hereafter be reclassified.

" *Exercise Price* " means $1.50, subject to adjustment in accordance with Section 9.

" *Fundamental Transaction* " means any of the following: (i) the Company effects any merger or consolidation of the Company with or into another person, (ii) the Company effects any sale of all or substantially all of its assets in one or a series of related transactions, (iii) any tender offer or exchange offer (whether by the Company or another person pursuant to an agreement with the Company) is completed pursuant to which all holders of Common Stock are permitted to tender or exchange their shares for other securities, cash or property and the holders of at least 50% of the then outstanding Common Stock tender their shares of Common Stock, or (iv) the Company effects any reclassification of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property.

" *Original Issue Date* " means the Original Issue Date first set forth on the first page of this Warrant or its predecessor instrument.

" *Purchase Agreement* " means the Common Stock and Warrant Purchase Agreement, dated May 2, 2019, to which the Company and the original Holder are parties.

" *Trading Day* " means (i) a day on which the Common Stock is traded on a Trading Market (other than the OTC Bulletin Board), or (ii) if the Common Stock is not listed on a Trading Market (other than the OTC Bulletin Board), a day on which the Common Stock is traded in the over-the-counter market, as reported by the OTC Bulletin Board, or (iii) if the Common Stock is not quoted on any Trading Market, a day on which the Common Stock is quoted in the over-the-counter market as reported by the National Quotation Bureau Incorporated (or any similar organization or agency succeeding to its functions of reporting prices); provided, that in the event that the Common Stock is not listed or quoted as set forth in clauses (i), (ii) and (iii) hereof, then Trading Day shall mean a Business Day.

" *Trading Market* " means whichever of the New York Stock Exchange, the American Stock Exchange, the Nasdaq Global Select Market, the Nasdaq Global Market, the Nasdaq Capital Market or the OTC Bulletin Board on which the Common Stock is listed or quoted for trading on the date in question.

2. Registration of Warrant. The Company shall register this Warrant upon records to be maintained by the Company for that purpose (the " *Warrant Register* "), in the name of the record Holder hereof from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

3. Registration of Transfers. The Company shall register the transfer of any portion of this Warrant in the Warrant Register, upon surrender of this Warrant, with the Form of Assignment attached hereto duly completed and signed and such other documents as described in the Purchase Agreement, to the Company at its address specified herein. Upon any such registration or transfer, a new Warrant to purchase Common Stock, in substantially the form of this Warrant (any such new Warrant, a " *New Warrant* "), evidencing the portion of this Warrant so transferred shall be issued to the transferee and a New Warrant evidencing the remaining portion of this Warrant not so transferred, if any, shall be issued to the transferring Holder. The acceptance of the New Warrant by the transferee thereof shall be deemed the acceptance by such transferee of all of the rights and obligations of a holder of a Warrant.

4. Exercise and Duration of Warrants.

(a) This Warrant shall be exercisable by the registered Holder in whole at any time and in part from time to time from the Original Issue Date through and including the Expiration Date. At 5:30 p.m., Central time on the Expiration Date, the portion of this Warrant not exercised prior thereto shall be and become void and of no value.

(b) Notwithstanding anything to the contrary set forth in this Warrant, in the event of a Change of Control, at Company's sole option, the Holder shall surrender this Warrant in exchange for a number of shares of Company's securities, such number of securities being equal to the maximum number of securities issuable pursuant to the terms hereof (after taking into account all adjustments described herein) had the Holder elected to exercise this Warrant immediately prior to the closing of such Change of Control and purchased all such shares pursuant to the cashless exercise provision set forth in Section 10(b) (as opposed to the cash exercise provision set forth in Section 10(a)). The Company acknowledges and agrees that the Holder shall not be required to make any additional payment (cash or otherwise) for such shares as further consideration for their issuance in exchange for the Holder's surrender of this Warrant pursuant to the terms of the preceding sentence. " *Change of Control* " A "Change of Control" shall be deemed to occur if the Company shall (a) sell, lease, convey, or otherwise dispose of (including without limitation the grant of an exclusive license to) all or substantially all of the Company's intellectual property or assets as an entirety or substantially as an entirety to any person, entity or group of persons acting in concert, (b) effect a merger, consolidation or reorganization in which the Company is not the surviving entity and the stockholders of the Company immediately prior to the merger, consolidation or reorganization fail to possess direct or indirect ownership of more than 50% of the voting power of the securities of the surviving entity immediately following such transaction (other than a merger or consolidation with a wholly-owned subsidiary, a reincorporation of the Company, or other transaction in which there is no substantial change in the stockholders of the Company or their relative stock holdings), or (c) effect a merger, consolidation or reorganization in which the Company is the surviving corporation and the stockholders of the Company immediately prior to the merger, consolidation or reorganization fail to possess direct or indirect ownership of more than 50% of the securities of the Company immediately following such transaction.

5. Delivery of Warrant Shares.

(a) To effect exercises hereunder, the Holder shall not be required to physically surrender this Warrant unless the aggregate Warrant Shares represented by this Warrant are being exercised. Upon delivery of the Exercise Notice (in the form attached hereto) to the Company (with the attached Warrant Shares Exercise Log) at its address for notice set forth herein and upon payment of the Exercise Price multiplied by the number of Warrant Shares that the Holder intends to purchase hereunder, the Company shall promptly (but in no event later than two Trading Days after the Date of Exercise (as defined herein)) issue and deliver to the Holder, a certificate for the Warrant Shares issuable upon such exercise. A " *Date of Exercise* " means each of the (A) the date of a Change of Control and (B) the date on which the Holder shall have delivered to the Company: (i) the Exercise Notice (with the Warrant Exercise Log attached to it), appropriately completed and duly signed and (ii) payment of the Exercise Price for the number of Warrant Shares so indicated by the Holder to be purchased.

(b) If by the third Trading Day after a Date of Exercise the Company fails to deliver the required number of Warrant Shares in the manner required pursuant to Section 5(a), then the Holder will have the right to rescind such exercise.

6. Charges, Taxes and Expenses. Issuance and delivery of Warrant Shares upon exercise of this Warrant shall be made without charge to the Holder for any issue or transfer tax, withholding tax, transfer agent fee or other incidental tax or expense in respect of the issuance of such certificates, all of which taxes and expenses shall be paid by the Company; provided, however, that the Company shall not be required to pay any tax which may be payable in respect of any transfer involved in the registration of any certificates for Warrant Shares or Warrants in a name other than that of the Holder. The Holder shall be responsible for all other tax liability that may arise as a result of holding or transferring this Warrant or receiving Warrant Shares upon exercise hereof.

7. Replacement of Warrant. If this Warrant is mutilated, lost, stolen or destroyed, the Company shall issue or cause to be issued in exchange and substitution for and upon cancellation hereof, or in lieu of and substitution for this Warrant, a New Warrant, but only upon receipt of evidence reasonably satisfactory to the Company of such loss, theft or destruction and customary and reasonable indemnity (which shall not include a surety bond), if requested. Applicants for a New Warrant under such circumstances shall also comply with such other reasonable regulations and procedures and pay such other reasonable third-party costs as the Company may prescribe. If a New Warrant is requested as a result of a mutilation of this Warrant, then the Holder shall deliver such mutilated Warrant to the Company as a condition precedent to the Company's obligation to issue the New Warrant.

8. Reservation of Warrant Shares. The Company covenants that it will at all times reserve and keep available out of the aggregate of its authorized but unissued and otherwise unreserved Common Stock, solely for the purpose of enabling it to issue Warrant Shares upon exercise of this Warrant as herein provided, the number of Warrant Shares which are then issuable and deliverable upon the exercise of this entire Warrant, free from preemptive rights or any other contingent purchase rights of Persons other than the Holder (taking into account the adjustments and restrictions of Section 9). The Company covenants that all Warrant Shares so issuable and deliverable shall, upon issuance and the payment of the applicable Exercise Price in accordance with the terms hereof, be duly and validly authorized, issued and fully paid and nonassessable.

9. Certain Adjustments. The Exercise Price and number of Warrant Shares issuable upon exercise of this Warrant are subject to adjustment from time to time as set forth in this Section 9.

(a) Stock Dividends and Splits. If the Company, at any time while this Warrant is outstanding, (i) pays a stock dividend on its Common Stock or otherwise makes a distribution on any class of capital stock that is payable in shares of Common Stock, (ii) subdivides outstanding shares of Common Stock into a larger number of shares, or (iii) combines outstanding shares of Common Stock into a smaller number of shares, then in each such case the Exercise Price shall be adjusted to equal the product obtained by multiplying the then-current Exercise Price by a fraction of which the numerator shall be the number of shares of Common Stock outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event. Any adjustment made pursuant to clause (i) of this paragraph shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution, and any adjustment pursuant to clause (ii) or (iii) of this paragraph shall become effective immediately after the effective date of such subdivision or combination.

(b) Fundamental Transactions. If, at any time while this Warrant is outstanding there is a Fundamental Transaction, then the Holder shall have the right thereafter to receive, upon exercise of this Warrant, the same amount and kind of securities, cash or property as it would have been entitled to receive upon the occurrence of such Fundamental Transaction if it had been, immediately prior to such Fundamental Transaction, the holder of the number of Warrant Shares then issuable upon exercise in full of this Warrant (the " *Alternate Consideration* "). For purposes of any such exercise, the determination of the Exercise Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Fundamental Transaction, and the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction. Any successor to the Company or surviving entity in such Fundamental Transaction shall issue to the Holder a new warrant substantially in the form of this Warrant and consistent with the foregoing provisions and evidencing the Holder's right to purchase the Alternate Consideration for the aggregate Exercise Price upon exercise thereof.

(c) Number of Warrant Shares. Simultaneously with any adjustment to the Exercise Price pursuant to this Section, the number of Warrant Shares that may be purchased upon exercise of this Warrant shall be increased or decreased proportionately, so that after such adjustment the aggregate Exercise Price payable hereunder for the adjusted number of Warrant Shares shall be the same as the aggregate Exercise Price in effect immediately prior to such adjustment.

(d) Calculations. All calculations under this Section shall be made to the nearest cent or the nearest 1/100 th of a share, as applicable. The number of shares of Common Stock outstanding at any given time shall not include shares owned or held by or for the account of the Company, and the disposition of any such shares shall be considered an issue or sale of Common Stock.

(e) Notice of Adjustments. Upon the occurrence of each adjustment pursuant to this Section, the Company at its expense will promptly compute such adjustment in accordance with the terms of this Warrant and prepare a certificate setting forth such adjustment, including a statement of the adjusted Exercise Price and adjusted number or type of Warrant Shares or other securities issuable upon exercise of this Warrant (as applicable), describing the transactions giving rise to such adjustments and showing in detail the facts upon which such adjustment is based. Upon written request, the Company will promptly deliver a copy of each such certificate to the Holder and to the Company's Transfer Agent.

10. Payment of Exercise Price. The Holder may pay the Exercise Price in one of the following manners:

(a) Cash Exercise. The Holder may deliver immediately available funds; or

(b) Cashless Exercise. Solely pursuant to a Company Exercise, the Company shall issue to the Holder the number of Warrant Shares determined as follows:

$$X = Y [(A-B)/A]$$

where:

X = the number of Warrant Shares to be issued to the Holder.

Y = the number of Warrant Shares with respect to which this Warrant is being exercised.

A = the average of the Closing Prices for the five Trading Days immediately prior to (but not including) the Exercise Date.

B = the Exercise Price.

11. No Fractional Shares. No fractional shares of Warrant Shares will be issued in connection with any exercise of this Warrant. In lieu of any fractional shares which would, otherwise be issuable, the Company shall pay cash equal to the product of such fraction multiplied by the Closing Price of one Warrant Share on the date of exercise.

12. Notices. Any notice required or permitted under this Warrant (including, without limitation, any Exercise Notice) shall be given in writing and shall be deemed effectively given upon the earlier of (1) actual receipt or three days after mailing if mailed postage prepaid by regular or airmail to the Company or the Holder or (2) one day after it is sent by overnight mail via nationally recognized courier or (3) on the same day as sent via confirmed e-mail or facsimile transmission, provided that the original is sent by personal delivery or mail by the sending party. Address for such notice will be provided by each party to the other under separate cover.

13. Standstill Agreement. Until May 2, 2020, the Holder will not, and the Holder will cause each of its Affiliates and each member, director, officer, and manager of such Holder or of any of its Affiliates not to, directly or indirectly:

(a) acquire or agree, offer, seek, or propose to acquire (by merger, tender offer, purchase, or otherwise), ownership (including beneficial ownership as defined in Rule 13d-3 under the Securities Exchange Act of 1934) of any of the Company's assets, businesses, voting stock, or any rights or options to acquire such ownership (including from a third party), except pursuant to any proposal expressly solicited by the Chair of the Company's board of directors;

(b) seek or propose, in the capacity of a shareholder or person other than a director or officer to influence or control the management or policies of the Company or to obtain additional representation on the Company's board of directors, or solicit proxies or consents with respect to any securities of the Company in connection with the election of directors outside of those solicited by the Company's board of directors;

(c) make any other public announcement with respect to any of the foregoing or take any other intentional action that would reasonably be expected to require that the Company make a public announcement with respect to any of the foregoing; or

(d) enter into any discussions, negotiations, arrangements, or understandings with any person (other than the Company or its Affiliates) with respect to any of the foregoing.

Notwithstanding anything to the contrary in this Section, if after the date hereof the Company enters into an acquisition or business combination in which (1) the security holders of the Company would not own a majority of the surviving entity or (2) the Company is selling all or substantially all of the Company's assets, then the Holder shall be entitled to take any of the actions set forth in this Section.

14. Miscellaneous.

(a) This Warrant shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. Subject to the preceding sentence, nothing in this Warrant shall be construed to give to any Person other than the Company and the Holder any legal or equitable right, remedy or cause of action under this Warrant. This Warrant may be amended only in writing signed by the Company and the Holder and their successors and assigns.

(b) All questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be governed by and construed and enforced in accordance with the internal laws of the State of Minnesota, without regard to the principles of conflicts of law thereof.

(c) The headings herein are for convenience only, do not constitute a part of this Warrant and shall not be deemed to limit or affect any of the provisions hereof.

(d) In case any one or more of the provisions of this Warrant shall be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this Warrant shall not in any way be affected or impaired thereby and the parties will attempt in good faith to agree upon a valid and enforceable provision which shall be a commercially reasonable substitute therefor, and upon so agreeing, shall incorporate such substitute provision in this Warrant.

(e) Prior to exercise of this Warrant, the Holder hereof shall not, by reason of by being a Holder, be entitled to any rights of a stockholder with respect to the Warrant Shares

[*Remainder of page intentionally left blank, signature page follows*]

In witness whereof, the Company has caused this Warrant to be duly executed by its authorized officer as of the date first indicated above.

EVINE LIVE INC.

By: _____
Name: _____
Its: _____

EXERCISE NOTICE

The undersigned Holder hereby irrevocably elects to purchase _____ shares of Common Stock pursuant to the attached Warrant. Capitalized terms used herein and not otherwise defined have the respective meanings set forth in the Warrant.

(1) The undersigned Holder hereby exercises its right to purchase _____ Warrant Shares pursuant to the Warrant.

(2) The Holder intends that payment of the Exercise Price shall be made as (check one):

_____ "Cash Exercise" under Section 10

_____ "Cashless Exercise" under Section 10 (only in connection with Change of Control)

(3) If the holder has elected a Cash Exercise, the Holder shall pay the sum of $_____ to the Company in accordance with the terms of the Warrant.

(4) Pursuant to this Exercise Notice, the Company shall deliver to the holder _____ Warrant Shares in accordance with the terms of the Warrant.

Dated _____ __, _____

Name of Holder:

(Print)

_____

By:_____
Its:_____
(Signature must conform in all respects to name of holder as specified on the face of the Warrant)

Warrant Shares Exercise Log

Date	Number of Warrant Shares Available to be Exercised	Number of Warrant Shares Exercised	Number of Warrant Shares Remaining to be Exercised

FORM OF ASSIGNMENT

[To be completed and signed only upon transfer of Warrant]

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the right represented by the attached Warrant to purchase _____ shares of Common Stock to which such Warrant relates and appoints _____ attorney to transfer said right on the books of the Company with full power of substitution in the premises.

Dated: _____ __, _____

_____

(Signature must conform in all respects to name of holder as specified on the face of the Warrant)

Address of Transferee

_____

_____

_____

Attest:

_____

Exhibit 10.2

VENDOR EXCLUSIVITY AGREEMENT
DATE: MAY 2, 2019

This VENDOR EXCLUSIVITY AGREEMENT (this " **Agreement** "), effective as of the date set forth above (the " **Effective Date** "), is made by and between Evine Live Inc., a Minnesota corporation (" **Company** "), and Sterling Time, LLC (" **Vendor** "), a New York limited liability company. Each of Company and Vendor may be referred to herein individually as a " **Party** ," and Company and Vendor may be referred to collectively as the " **Parties** ."

RECITALS

A. Eyal Lalo, who is the owner of Invicta Watch Company of America (" **IWCA** "), is, simultaneous with entering into this Agreement, making an investment in Company. Michael Friedman, who is the owner of Vendor, is, simultaneous with entering into this Agreement, making an investment in Company.

B. Vendor serves as a vendor of the Products (as defined below), which are designed by IWCA and simultaneously with this Agreement is entering into that certain Vendor Agreement with the Company (as amended, modified or supplemented, the " **Vendor Agreement** "). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Vendor Agreement.

C. Company and Vendor desire to enter into this Agreement for purposes of Vendor providing certain exclusivity to Company.

D. As an inducement to Company to enter into this Agreement, Company and IWCA have entered into a separate letter agreement dated on or about the date hereof and IWCA has required Vendor to enter into this Agreement with Company.

AGREEMENT

In consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Vendor hereby agree as follows:

1. Definitions.

a. " **Change of Control** ": A "Change of Control" shall be deemed to occur if the Company shall (a) sell, lease, convey, or otherwise dispose of (including without limitation the grant of an exclusive license to) all or substantially all of the Company's intellectual property or assets as an entirety or substantially as an entirety to any person, entity or group of persons acting in concert, (b) effect a merger, consolidation or reorganization in which the Company is not the surviving entity and the stockholders of the Company immediately prior to the merger, consolidation or reorganization fail to possess direct or indirect ownership of more than 50% of the voting power of the securities of the surviving entity immediately following such transaction (other than a merger or consolidation with a wholly-owned subsidiary, a reincorporation of the Company, or other transaction in which there is no substantial change in the stockholders of the Company or their relative stock holdings), or (c) effect a merger, consolidation or reorganization in which the Company is the surviving corporation and the stockholders of the Company immediately prior to the merger, consolidation or reorganization fail to possess direct or indirect ownership of more than 50% of the securities of the Company immediately following such transaction.

b. " **TV Shopping"** : Marketing, promotion, or sales in connection with or through any live or taped direct response video retail programming, websites, mobile device applications, brick-and-mortar stores, videos-on-demand, interactive television, podcasts, branded new media, social media (e.g., Facebook) or other media affiliated with Qurate Retail Group, HSN, Inc., QVC, Inc., Jewelry Television (also known as "Jewelry TV"), Vaibhav Global Limited, or Shop LC, including their affiliates, successors and assigns; provided, that in the event one of the parties listed above in this definition is acquired by or merges with an unaffiliated third party, this definition will not include such unaffiliated third party's websites or media (so long as there is no expansion of video programming included on such websites and media subsequent to the date of the acquisition or merger), brick-and-mortar stores, non-video branded new media and non-video social media (e.g., Facebook).

c. **" Non-Competition Period "** : The period beginning with the Effective Date and ending at the end of the Term or other termination of the Agreement, except for termination under Section 4(c), in which case the Non-Competition Period shall begin on the Effective Date and end on the effective date of the termination under Section 4(c).

2. **Trademark Exclusivity** . During the Non-Competition Period, neither Vendor, Vendor's affiliates, nor Spokesperson shall, directly or indirectly, provide any rights to a party engaged in TV Shopping to use the Trademarks or sell the Products or any goods or services that are substantially similar to or directly competitive with the Products bearing the Trademarks.

3. **Vendor's Exclusivity .** During the Non-Competition Period, Vendor hereby grants to Company the right to market, promote and sell, through live or taped direct response video retail programming in the United States and its territories and Canada, the Products and any goods or services that are substantially similar to or directly competitive with the Products. In addition, during the Non-Competition Period, neither Vendor, Vendor's affiliates, nor Spokesperson shall, directly or indirectly, market, promote, offer for sale or sell the Products, or any goods or services that are substantially similar to or directly competitive with the Products, or any goods and services bearing or otherwise marketed in connection with one or more Trademarks, through TV Shopping.

4. **Term** .

a. **Term** . The term of this Agreement shall begin on the Effective Date and continue for five years (the " **Term** ").

b. **Termination for Breach .** Company shall have the right to terminate this Agreement immediately upon the breach by Vendor of Sections 2 or 3.

c. **Termination Upon a Change of Control** . Either Party shall have the right to send notice to terminate this Agreement for 60 days following a Change of Control of Company. Notice of termination pursuant to this Section shall be in writing and shall be delivered via trackable courier service and shall be addressed to the General Counsel of the other Party at its main headquarters address. A notice of termination pursuant to the Section shall be effective one year following the date of receipt of such notice.

d. **Effect of Termination .** The expiration or termination of this Agreement shall not relieve either Party of its liabilities or obligations under this Agreement or the Vendor Agreement which have accrued on or prior to the date of such expiration or termination, including, without limitation, the liabilities and obligations set forth in Sections 4-7 of the Vendor Agreement.

5. **Injunctive Relief** . Vendor agrees that if it engages in any act in breach of Sections 2 or 3 of this Agreement, then Company will be entitled to, in addition to all other remedies, damages and relief available under applicable law, seek an injunction prohibiting Vendor from engaging in any such act and to specifically enforce this Agreement.

6. **Representations, Warranties, and Indemnity** .

a. Vendor represents, warrants and certifies that (i) Vendor has the full right and authority to enter into this Agreement and grant all rights, including but not limited to all rights in the Trademark(s), and to perform all obligations hereunder; (ii) Vendor has obtained all authorizations, permissions and consents and paid all fees and other charges necessary for Vendor to enter into and perform this Agreement; and (iii) neither this Agreement nor the grant of rights or performance by Vendor hereunder will conflict with nor violate any commitment to, or agreement or understanding Vendor has, or will have with, any other person or entity.

b. Vendor (including its agents, representatives, and contractors) agrees to defend, hold harmless and indemnify Company, its directors, employees, affiliates, successors, assigns, agents and customers from and against any and all actual or threatened third-party disputes, claims, actions, suits, proceedings, (each, a " **Claim** ") costs, liability, damages and expenses (including, but not limited to, reasonable attorney's fees, costs and expenses)(each a " **Loss** ") whether or not well founded in law or fact, which arise out of or are directly or indirectly related to Vendor's violation or alleged violation of any of the covenants, representations and warranties herein. Regardless of when the Loss occurs or the Claim is asserted, Company shall have the right to select counsel to conduct, and shall control, any defense subject to this provision.

7. **Confidential Information** . The parties shall hold this Agreement, including all of its terms, in strict confidence and will not disclose or disseminate it to any third parties, except (i) to authorized representatives, advisors, or attorneys of a Party who agree to protect and maintain the confidentiality of such Confidential Information in accordance with the terms herein, (ii) for the purpose of enforcing the terms of this Agreement against the other Party, or (iii) in legally required filings with the Securities and Exchange Commission, and related press releases and investor communications. Notwithstanding the foregoing, in order to effectuate the purposes of this Agreement, the Parties agree that this Agreement shall be provided to IWCA on a confidential basis.

8. **Miscellaneous** .

a. **Recitals; Entire Agreement; Amendment** . The Parties acknowledge and agree that the recitals set forth at the beginning of this Agreement are a part of this Agreement and are incorporated herein by reference. This Agreement, including any exhibit(s) and attachment(s) hereto (all of which are incorporated herein by reference), supersedes all prior negotiations, understandings and agreements of the Parties relating to the subject matter hereof, and both Parties acknowledge and agree that neither Party has relied on any representations or promises in connection with this Agreement not contained herein; *provided, however* , that this Agreement is intended to supplement, and not supersede, the terms of each PO, that certain Merchandise Letter Agreement between the Parties dated on or about the date hereof (as amended, modified or supplemented, the " **Merchandise Letter** ") and the Vendor Agreement and *further provided,* that this Agreement is not intended to supersede any prior agreement between the Parties related to merchandising margins and margin concessions. To the extent there is a direct conflict between this Agreement, the Vendor Agreement, the Merchandise Letter and any PO terms, following order of precedence shall prevail as to the subject of the conflicting terms: (1) this Agreement, (2) the Vendor Agreement, (3) the Merchandise Letter and (4) any PO terms. This Agreement may not be amended or modified except by a subsequent written instrument duly executed by both Parties.

b. **Counterparts .** This Agreement may be executed in one or more counterparts, including by facsimile or electronic delivery, each of which shall be deemed to be an original, but all of which shall be one and the same instrument. Each Party may use such facsimile or electronic signatures as evidence of the execution and delivery of this Agreement by each Party to the same extent that an original could be used.

c. **Assignment .** Vendor shall not assign any right or claims under this Agreement without Company's prior written consent, provided that such consent shall not be unreasonably withheld and that the assignee expressly assumes all duties hereunder. Any attempted assignment without consent shall be void.

d. **Successors and Assigns .** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including but not limited to, any surviving entity of any merger, consolidation, dissolution, joint venture or partnership, and any entity that assumes the sale of the Products during the Term or any extension thereof.

e. **Governing Law, Forum Selection, Attorney's Fees .** This Agreement and all terms and conditions hereof shall be construed under and controlled by the laws of the State of Minnesota regardless of any contrary conflict of laws doctrine (with the parties expressly waiving the applicability of the United Nations Convention on Contracts for the International Sale of Goods), and the federal and state courts in Hennepin County, MN shall have sole and exclusive jurisdiction and venue over any action or claim arising from or relating to this Agreement, or otherwise from the relationship of the Parties, all whether arising from contract, tort, statute or otherwise.

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

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties as of the date first set forth above.

EVINE LIVE INC.

/s/ Andrea M. Fike
Andrea Fike
EVP, General Counsel

STERLING TIME, LLC

Signature: */s/ Michael Friedman*
Name: Michael Friedman
Title: President

Exhibit 10.3

VENDOR AGREEMENT
DATE: MAY 2, 2019

This VENDOR AGREEMENT (this " **Agreement** "), effective as of the date set forth above (the " **Effective Date** "), is made by and between Evine Live Inc., a Minnesota corporation (" **Company** "), and Sterling Time, LLC (" **Vendor** "), a New York limited liability company. Each of Company and Vendor may be referred to herein individually as a " **Party** ," and Company and Vendor may be referred to collectively as the " **Parties** ."

RECITALS

A. Eyal Lalo, who is a stockholder of Invicta Watch Company of America, Inc., a Florida corporation (" **IWCA** "), is, simultaneous with entering into this Agreement, making an investment in Company. Michael Friedman, who is a member of Vendor, is, simultaneous with entering into this Agreement, making an investment in Company.

B. Vendor serves as a vendor of the Products (as defined below), which are designed by IWCA.

C. Company and Vendor desire to enter into this Agreement for purposes of marketing, promoting and selling the Products (as defined below) via Company Digital Retailing (as defined below).

AGREEMENT

In consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Vendor hereby agree as follows:

1. Definitions.

a. " **Company Digital Retailing "** : A combination of the Company television network and Company's website and mobile applications, as well as Company's platforms on social media and mobile host sites.

b. " **Trademark"(s)** : The trademark(s) used in commerce with the Products, including but not limited to Invicta; Invicta Watch(es); any other marks that create a reasonable likelihood of confusion with such trademark(s) or otherwise would tend to indicate a relationship with Vendor or IWCA; and any other marks used or owned by IWCA in connection with the marketing and sale of watches and/or watch accessories.

c. " **Products"** : Watches and watch accessories bearing the Trademarks and other products mutually agreed between the parties.

2. **Trademark License** . Until such time after the expiration or termination of this Agreement when Company holds no further inventory of the Products (including, without limitation, inventory that Company has committed to purchase in accordance with the terms of the applicable Product POs), Vendor hereby grants to Company the non-assignable, non-transferable right and license to the Trademarks for all the purposes contemplated under this Agreement.

3. **Vendor's Obligations .**

a. **Spokesperson .** Vendor will provide an agent (spokesperson) to make one or more broadcast appearances via Company Digital Retailing at Company's studios in Eden Prairie, MN, generally over a period of 1-3 days, for the purpose of marketing, promoting and selling the Products (" **Appearances** "). Such agent of Vendor shall be subject to Company's approval, which shall not be unreasonably withheld.

b. **License to Personal Attributes .** Vendor hereby grants to Company an irrevocable sublicense, effective from the Effective Date through the date after the expiration or other termination of the Agreement when Company holds no further inventory of the Products, to the rights to use the Spokesperson's name (including, without limitation, any nicknames, pseudonyms, stage names and the like), likeness, image, photograph, voice, appearance, personality, signature, performance and endorsement (collectively, the " **Personal Attributes** ") in connection with the marketing, promotion and sale of the Products and for all other purposes contemplated under this Agreement.

c. **Assistance with Marketing of the Products .** Vendor shall (i) cooperate and consult with Company as reasonably requested by Company, regarding the marketing, promotion and sale of the Products; (ii) cause Spokesperson to make Appearances upon Company's request and in compliance with Company's standard Guest Policy, and to otherwise assist Company in connection with the marketing, promotion and sale of the Products; and (iii) promote Spokesperson's Appearances through email and social media marketing. Vendor shall not be entitled to any minimum guarantee of hours on Company Digital Retailing.

d. **Product Stream and Inventory Investment .** Vendor shall provide a steady stream of product and\or services offerings to Company, including first-to-market (available to Company for a period of at least five days prior to the date such products are available to other retailers or distributors) and exclusive products (available only to Company and not to other retailers or distributors), and timely information regarding such products and\or services, for Company's consideration and potential purchase under a purchase order. For the avoidance of doubt, all product and service offerings need not be first-to-market or exclusive products; some products will be neither first-to-market nor exclusive.

4. **Term** .

a. **Term** . The term of this Agreement shall begin on the Effective Date and continue for five years (the " **Term** "). During the final 12 months of the Term, the parties shall negotiate in good faith the terms of an extension of the Term.

b. **Termination for Breach .** Company shall have the right to terminate this Agreement upon 30 days' prior written notice to Vendor in the event of a material breach of this Agreement by Vendor, which default is not cured by Vendor within such 30-day period.

c. **Effect of Termination .** The expiration or termination of this Agreement shall not relieve either Party of its liabilities or obligations under this Agreement or that certain Vendor Exclusivity Agreement between the Parties dated on or about the date hereof (as amended, modified or supplemented, the " **Exclusivity Agreement** ") which have accrued on or prior to the date of such expiration or termination, including, without limitation, the liabilities and obligations set forth in Sections 4-8. During the six month period following termination of this Agreement, Company shall have the right to sell all Products remaining in its inventory at the time of termination and the right to continue to use the Trademarks pursuant to Section 2 and have availability of the spokesperson and the use of the Attributes pursuant to Section 3 in connection with such activities.

5. **Representations, Warranties, and Indemnity** .

a. Vendor represents, warrants and certifies that (i) Vendor has the full right and authority to enter into this Agreement and grant all rights, including but not limited to all rights in the Trademark(s), and to perform all obligations hereunder; (ii) Vendor has obtained all authorizations, permissions and consents and paid all fees and other charges necessary for Vendor to enter into and perform this Agreement; (iii) neither this Agreement nor the grant of rights or performance by Vendor hereunder will conflict with nor violate any commitment to, or agreement or understanding Vendor has, or will have with, any other person or entity; and (iv) Spokesperson is Vendor's agent, and Vendor has the authority and right to bind Spokesperson to the obligations set forth in this Agreement.

b. Vendor (including its agents, representatives, and contractors) agrees to defend, hold harmless and indemnify Company, its directors, employees, affiliates, successors, assigns, agents and customers from and against any and all actual or threatened third-party disputes, claims, actions, suits, proceedings, (each, a " **Claim** ") costs, liability, damages and expenses (including, but not limited to, reasonable attorney's fees, costs and expenses)(each a " **Loss** ") whether or not well founded in law or fact, which arise out of or are directly or indirectly related to Vendor's violation or alleged violation of any of the covenants, representations and warranties herein. Regardless of when the Loss occurs or the Claim is asserted, Company shall have the right to select counsel to conduct, and shall control, any defense subject to this provision.

6. **Payment Terms** . As of the Effective Date, the Parties agree that (i) Company may have outstanding invoices related to the purchase of Products from Vendor in an amount of up to $7,000,000 at any time outstanding and (ii) standard payment terms of net 60 days shall govern the purchase of Products. For clarity, Vendor may adjust the $7,000,000 limit from time to time at Vendor's discretion.

7. **Confidential Information** . The parties shall hold this Agreement, including all of its terms, in strict confidence and will not disclose or disseminate it to any third parties, except (i) to authorized representatives, advisors, or attorneys of a Party who agree to protect and maintain the confidentiality of such Confidential Information in accordance with the terms herein, (ii) for the purpose of enforcing the terms of this Agreement against the other Party, or (iii) in legally required filings with the Securities and Exchange Commission, and related press releases and investor communications. Notwithstanding the foregoing, in order to effectuate the purposes of this Agreement, the Parties agree that this Agreement shall be provided to IWCA on a confidential basis.

8. **Miscellaneous** .

a. **Recitals; Entire Agreement; Amendment** . The Parties acknowledge and agree that the recitals set forth at the beginning of this Agreement are a part of this Agreement and are incorporated herein by reference. This Agreement, including any exhibit(s) and attachment(s) hereto (all of which are incorporated herein by reference), supersedes all prior negotiations, understandings and agreements of the Parties relating to the subject matter hereof, and both Parties acknowledge and agree that neither Party has relied on any representations or promises in connection with this Agreement not contained herein; *provided, however* , that this Agreement is intended to supplement, and not supersede, the terms of each purchase order, that certain Merchandise Letter Agreement between the Parties dated on or about the date hereof (as amended, modified or supplemented, the " **Merchandise Letter** ") and the Exclusivity Agreement and *further provided,* that this Agreement is not intended to supersede any prior agreement between the Parties related to merchandising margins and margin concessions. To the extent there is a direct conflict between this Agreement, the Exclusivity Agreement, the Merchandise Letter and any purchase order terms, following order of precedence shall prevail as to the subject of the conflicting terms: (1) the Exclusivity Agreement, (2) this Agreement, (3) the Merchandise Letter and (4) any purchase order terms. This Agreement may not be amended or modified except by a subsequent written instrument duly executed by both Parties.

b. **Counterparts .** This Agreement may be executed in one or more counterparts, including by facsimile or electronic delivery, each of which shall be deemed to be an original, but all of which shall be one and the same instrument. Each Party may use such facsimile or electronic signatures as evidence of the execution and delivery of this Agreement by each Party to the same extent that an original could be used.

c. **Assignment .** Vendor shall not assign any right or claims under this Agreement without Company's prior written consent, provided that such consent shall not be unreasonably withheld and that the assignee expressly assumes all duties hereunder.

d. **Successors and Assigns .** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including but not limited to, any surviving entity of any merger, consolidation, dissolution, joint venture or partnership, and any entity that assumes the sale of the Products during the Term or any extension thereof.

e. **Governing Law, Forum Selection, Attorney's Fees .** This Agreement and all terms and conditions hereof shall be construed under and controlled by the laws of the State of Minnesota regardless of any contrary conflict of laws doctrine (with the parties expressly waiving the applicability of the United Nations Convention on Contracts for the International Sale of Goods), and the federal and state courts in Hennepin County, MN shall have sole and exclusive jurisdiction and venue over any action or claim arising from or relating to this Agreement, or otherwise from the relationship of the Parties, all whether arising from contract, tort, statute or otherwise.

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

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties as of the date first set forth above.

EVINE LIVE INC.

/s/ Andrea Fike
Andrea Fike
EVP, General Counsel

STERLING TIME, LLC

Signature: */s/ Michael Friedman*
Name: Michael Friedman
Title: President

Exhibit 10.4

Evine Live Inc.
6740 Shady Oak Road
Eden Prairie, MN 55344-3433

May 2, 2019

Gentlepersons:

On behalf of Invicta Watch Company of America, Inc., a Florida corporation (" **IWCA** "), IWCA has read and is familiar with the terms and provisions of (a) that certain Vendor Agreement (the " **Vendor Agreement** ") between Sterling Time, LLC, a New York limited liability company (" **Vendor** "), and Evine Live Inc., a Minnesota corporation (" **Company** "), concerning the merchandising of products bearing IWCA's brands and trademarks and (b) that certain Vendor Exclusivity Agreement (the " **Exclusivity Agreement** " and collectively with the Vendor Agreement, the " **Agreements** ") between Vendor and Company concerning exclusivity regarding the merchandising of products bearing IWCA's brands and trademarks.

As an inducement to Company's entering that certain Common Stock and Warrant Purchase Agreement (" **Purchase Agreement** ") between certain owners of IWCA, other purchasers and Company dated on or about the date hereof and as a material part of the consideration provided to Company for so doing (including the special rights granted to IWCA's owners), IWCA hereby represents, warrants, and agrees as follows:

(1) IWCA has heretofore entered into an agreement with Vendor granting Vendor the exclusive right to use and sublicense to Company the Trademarks (as defined in the Vendor Agreement) (the " **Trademarks** "), for a period of time sufficient to meet Vendor's obligations under the Vendor Agreement.

(2) Vendor has the right and authority to grant Company the particular exclusive rights specified in the Agreements to use the Trademarks and merchandise IWCA-branded products and has not and will not grant any other party rights to use the Trademarks as set forth under the Agreements during the Term (as defined in the Vendor Agreement).

(3) IWCA will ensure that a steady stream of products bearing the IWCA brands, including first-to-market and exclusive products, is available for Company's purchase throughout the term specified in the Agreements.

(4) IWCA will not grant any party other than Vendor or Company the right to use the Trademarks or sell the Products (as defined in the Exclusivity Agreement) or any goods or services that are substantially similar to or directly competitive with the Products bearing the Trademarks in TV Shopping (as defined in the Exclusivity Agreement).

(5) IWCA will not grant any party other than Vendor or Company the right to undertake any of the actions set forth in Section 3 of the Exclusivity Agreement.

(6) Without limiting the foregoing, IWCA agrees to invest at least $25 million in the development and production of new products bearing the IWCA brands for offer to Company through Vendor for the fall merchandising season of 2019.

If, during the term of the Agreements, any of the above representations concerning Vendor is or becomes untrue, and/or Vendor is unable or unwilling to fulfill its obligations to Company under the Agreements, IWCA will take all necessary steps to ensure that Company's rights under the Agreements are not compromised.

In addition to all other relief available under applicable law, Company shall be entitled (i) to an injunction to specifically enforce the terms of this letter (the " **Letter Agreement** ") and (ii) in the event of a breach of this Letter Agreement (other than clause (3)) or the Exclusivity Agreement that is not cured by the undersigned or Vendor within 30 days of notice (and a second notice provided at least 21 days following the first notice) from Company, to liquidated damages that include (a) immediate cancellation of the warrants issued pursuant to the Purchase Agreement and (b) the right to repurchase the shares of common stock issued pursuant to the Purchase Agreement at a price of $0.373 per share or, if such shares have already been sold, IWCA shall make a cash payment equal to $0.377 per share to Company. Notwithstanding the foregoing, 30 days' notice shall not be required to be provided by Company if the breach was created by an intentional or willful act of IWCA, Vendor or their respective affiliates or such breach is uncurable by IWCA, Vendor or their respective affiliates.

All information relating to Company or IWCA's business including, without limitation, the terms of this Letter Agreement, shall constitute confidential information of Company and will be kept confidential and will not be disclosed, in any manner, in whole or in part, except that either party may disclose the terms of this Letter Agreement (i) to Vendor on a confidential basis, (ii) to its attorneys and tax advisors, (iii) for the purpose of enforcing the terms of this Letter Agreement, or (iv) in legally required filings with the U.S. Securities and Exchange Commission and related press releases and investor communications. This Letter Agreement will be governed by the laws of the State of Minnesota, regardless of any conflict of laws principles, and the federal and state courts in Hennepin County, Minnesota shall have exclusive jurisdiction and venue over any disputes arising from or relating to this Letter Agreement.

[***Remainder of page left blank intentionally – signature page follows*** **]**

Very truly yours,

INVICTA WATCH COMPANY OF AMERICA

/s/ Eyal Lalo

Name: Eyal Lalo

Title: CEO & Owner

Agreed as of the date first set forth above:

EVINE LIVE INC.

/s/ Andrea M. Fike

Andrea Fike
EVP, General Counsel

Exhibit 10.5

Evine Live Inc.
6740 Shady Oak Road
Eden Prairie, MN 55344-3433

May 2, 2019

Re: Merchandise Letter Agreement

Gentlepersons:

On behalf of Sterling Time, LLC, a New York limited liability company, Sterling Time, LLC has read and is familiar with the terms and provisions of that certain Vendor Agreement with you concerning the merchandising of products bearing brands and trademarks of Invicta Watch Company of America, Inc., a Florida corporation (" **IWCA** "), and that certain Vendor Exclusivity Agreement with you concerning exclusivity regarding the merchandising of products bearing IWCA's brands and trademarks.

Sterling Time, LLC will commit to purchase watches and watch accessories bearing IWCA's trademarks and other products from IWCA in an amount no less than $25 million (at wholesale cost) for offer to you for the fall season of 2019.

The terms of this Letter Agreement, shall constitute confidential information of Company and will be held in strict confidence, except that either party may disclose the terms of this Letter Agreement (i) to its attorneys and tax advisors, (ii) for the purpose of enforcing the terms of this Letter Agreement, or (iii) in legally required filings with the U.S. Securities and Exchange Commission and related press releases and investor communications. This Letter Agreement will be governed by the laws of the State of Minnesota, regardless of any conflict of laws principles, and the federal and state courts in Hennepin County, Minnesota shall have exclusive jurisdiction and venue over any disputes arising from or relating to this Letter Agreement.

[***Remainder of page left blank intentionally – signature page follows*** **]**

Very truly yours,

STERLING TIME, LLC

/s/ /Michael Freidman

Name: Michael Friedman

Title: President

Agreed as of the date first set forth above:

EVINE LIVE INC.

/s/ Andrea M. Fike

Andrea Fike
EVP, General Counsel

Exhibit 10.6

CLAWBACK AGREEMENT

Date: May 2, 2019

On or about the date hereof, the undersigned is purchasing common stock and warrants of Evine Live Inc. (the " **Company** ") pursuant to a Common Stock and Warrant Purchase Agreement dated on or about the date hereof (the " **Purchase Agreement** "). The common stock and warrants are being purchased in connection with certain of the purchasers under the Purchase Agreement providing certain commercial rights to the Company. This Clawback Agreement is being entered into as a condition to purchasing securities under the Purchase Agreement.

In addition to all other relief available under applicable law, the Company shall be entitled, in the event of a breach of (a) that certain Letter Agreement between the Company and Invicta Watch Company of America (" **IWCA** ") dated on or about the date hereof (other than clause 3 of such agreement) or (b) that certain Vendor Exclusivity Agreement between the Company and Sterling Time, LLC (" **Vendor** ") dated on or about the date hereof (that is not cured by IWCA or Vendor within 30 days of notice from the Company (and a second notice provided at least 21 days following the first notice)), to liquidated damages that include [(a)] immediate cancellation of the warrants issued pursuant to the Purchase Agreement [and (b) the right to repurchase the shares of common stock issued pursuant to the Purchase Agreement at a price of $0.373 per share or, if such shares have already been sold, the undersigned shall make a cash payment equal to $0.377 per share to Company]. Notwithstanding the foregoing, 30 days' notice shall not be required to be provided by Company if the breach was created by an intentional or willful act of IWCA, Vendor or their respective affiliates or such breach is uncurable by IWCA, Vendor or their respective affiliates.

This Clawback Agreement will be kept confidential and will not be disclosed, in any manner, in whole or in part, except that the undersigned or the Company may disclose the terms of this Clawback Agreement (i) to its attorneys and tax advisors, (ii) for the purpose of enforcing the terms of this Clawback Agreement, or (iii) in legally required filings with the U.S. Securities and Exchange Commission and related press releases and investor communications. This Clawback Agreement will be governed by the laws of the State of Minnesota, regardless of any conflict of laws principles, and the federal and state courts in Hennepin County, Minnesota shall have exclusive jurisdiction and venue over any disputes arising from or relating to this Clawback Agreement.

[***Remainder of page left blank intentionally – signature page follows*** **]**

Signature: _____

Name of Purchaser: _____

Exhibit 10.7

EXECUTIVE EMPLOYMENT AGREEMENT

This Executive Employment Agreement (this " **Agreement** ") is entered into as of May 2, 2019 (the " **Effective Date** ") by and between Timothy Peterman (" **Executive** ") and EVINE Live Inc. (" **EVINE Live** ", or the " **Company** ").

1. **Effective Date: Term .** This Agreement shall become effective on the Effective Date and continue until the second (2nd) anniversary of the Effective Date (the " **Initial Term** "). Thereafter, the Agreement shall renew automatically for successive one (1) year periods unless and until either party provides written notice to the other party of the intent not to renew the Agreement at least one hundred twenty (120) days prior to the end of the Initial Term or any subsequent one (1) year term (each a " **Renewal Term** ," and the Initial Term and any Renewal Term(s), if any, thereafter, during which the Executive's employment shall continue are collectively referred to herein as the " **Term** "). The expiration of the Agreement due to the Company's notice of non-renewal shall not be considered a termination of Executive by the Company for other than Cause. Rather, if the Initial Term or any subsequent one-year Renewal Term expires as a result of a notice of non-renewal by either party, then the Term will end and, if Executive remains employed with the Company thereafter, Executive will be an at-will employee of the Company subject to the terms and conditions of employment established by the Company from time to time during the period that Executive remains employed with the Company.

2. **Employment of Executive .**

(a) **Duties.** During the Term, Executive shall serve as the Chief Executive Officer of EVINE Live, reporting solely and directly to EVINE Live's Board of Directors (together with any committee of EVINE Live's Board of Directors authorized to act on its behalf in certain circumstances, including the Human Resources and Compensation Committee of EVINE Live's Board of Directors, the " **Board** "). In such position, Executive shall have such duties, responsibilities and authority as is customarily associated with such position and shall have such other duties, as may be reasonably assigned from time to time by the Board, consistent with Executive's position and the terms of this Agreement. Executive shall devote substantially all of his business time and efforts to the performance of his duties on behalf of the Company, and will not engage in or be concerned with any other commercial duties or pursuits, either directly or indirectly, that will materially interfere with his duties to the Company without the prior written consent of the Board. Executive shall comply with all policies, operating procedures codes, rules, standards, and guidelines of the Company applicable to all senior executives of the Company in the performance of Executive's duties on behalf of the Company, including without limitation the Company's Code of Conduct and policies relating and procedures relating to business ethics, conflict of interest, hedging and pledging of Company securities, public disclosures, stock trading, stock ownership, non-discrimination and non-harassment, and confidentiality and protection of trade secrets.

(b) **Location.** Executive's principal place of employment during the Term shall be based in Eden Prairie, Minnesota.

(c) **Certain Representations.** As of the Effective Date, Executive has provided the Company with a completed officer questionnaire (the " **D&O Questionnaire** "). Executive represents and warrants to the Company that the D&O Questionnaire contains no untrue statement or alleged untrue statement of a material fact, or any omission or alleged omission of a material fact requested to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Executive also represents and warrants that Executive is under no contractual or legal commitments that would prevent Executive from fulfilling Executive's duties and responsibilities as set forth in this Agreement.

(d) **Base Salary.** Commencing on the Effective Date, EVINE Live shall pay Executive an annual base salary (" **Base Salary** ") of $650,000.00, payable in regular installments in accordance with the Company's usual payroll practices. At least once per year, the Board shall review Executive's Base Salary for a potential increase based on market trends, performance, and such internal and other considerations as the Board may deem relevant.

(e) **Annual Bonus.** Beginning with the fiscal year of the Effective Date (to be paid, if earned, in 2020), and for each fiscal year thereafter during the Term, Executive shall participate in such annual cash incentive plans and programs of EVINE Live as are generally provided to the senior executives of EVINE Live pursuant to such terms and conditions as the Board may prescribe from time to time; provided that Executive shall be entitled to a payout of at least 100% of Base Salary (the " **Target Bonus** ") if the target annual performance goal(s) established by the Board is (are) achieved, subject to satisfaction of all conditions under the applicable cash incentive plan. For the sake of clarity, the Target Bonus in the first fiscal year (fiscal year 2019) will be pro-rated based on the portion of such fiscal year Executive is employed by the Company. The performance objectives for the first fiscal year shall be the objectives communicated to Executive by the Company's Compensation Committee. The performance objectives for subsequent fiscal years shall be as established by the Company's Compensation Committee.

(f) **Equity Incentives.** On the Effective Date, EVINE Live shall grant Executive performance stock units representing 680,000 shares of the Company's common stock as of the Effective Date. The performance stock unit grant shall vest one-third upon the one (1) year anniversary of the Effective Date, one-third when the per-share closing price of the Company's common stock reaches or exceeds an average trading price of $2 for twenty (20) consecutive trading days and Executive has been continuously employed for at least one (1) year from the Effective Date, and the remaining shares when the per-share closing price of the Company's common stock reaches or exceeds an average trading price of $4 for twenty (20) consecutive trading days and Executive has been continuously employed for at least two (2) years after the Effective Date, and shall otherwise be subject to the terms and conditions of the applicable award agreement and plan. Beginning with the Company's fiscal year 2020, and subject to Executive's employment with the Company on the date of grant, Executive will be eligible to receive annual long term incentive equity grants with a target value equal to 150% of Executive's Base Salary as of the date of grant, subject to the terms and conditions of the Company's Long Term Incentive Plan and the Company's 2011 Omnibus Incentive Plan or the applicable incentive plan the Company has in place at the time.

(g) **Temporary Living Expenses and Relocation Payment.** Executive agrees to relocate to the Twin Cities, metropolitan area by the one (1) year anniversary of the Effective Date. In exchange for this agreement, the Company will reimburse Executive for the reasonable cost for temporary housing for Executive and Executive's immediate family for up to ninety (90) days after following the Effective Date, subject to Executive's submission of appropriate receipts to the Company (the " **Temporary Living Expenses** "). In addition, the Company will pay Executive a lump sum relocation payment equal to $150,000.00 minus the total Temporary Living Expenses amount (the " **Relocation Payment** "), payable to Executive on the Company's first regular payroll date that is more than ninety (90) days after the Effective Date. To the extent any portion of the Relocation Payment is taxable income to Executive, the Company will gross-up such amount to account for the estimated taxes to be owed by Executive, in accordance with the policies and practices of the Company. If Executive fails to complete Executive's relocation to the Twin Cities, metropolitan area by the one (1) year anniversary of the Effective Date, then Executive must promptly reimburse the Company for the entire Relocation Payment, payable within thirty (30) days after the one (1) year anniversary of the Effective Date. If the Company terminates Executive's employment for Cause or Executive terminates Executive's employment for any reason other than Good Reason, in either case before the two (2) year anniversary of the Effective Date, then Executive must promptly reimburse the Company for a pro-rata share of of the Relocation Payment, payable within thirty (30) days after the Termination Date (as defined below). For example: if Executive completes six (6) months of service prior to terminating Executive's employment with the Company for any reason other than Good Reason, then Executive must promptly reimburse the Company for seventy-five (75%) of the Relocation Payment; if Executive completes eighteen (18) months of service prior to terminating Executive's employment with the Company for any reason other than Good Reason, then Executive must promptly reimburse the Company for twenty-five (25%) of the Relocation Payment.

(h) **Executive Benefits.** Executive shall be eligible to participate in the Company's employee benefit plans (in addition to the Company's annual and/or long-term incentive programs) as in effect from time to time on the same basis as those benefits are generally made available to other employees of the Company. Executive shall pay any contributions which are generally required of employees to receive any such benefits. The Company provides no assurance as to the adoption or continuance of any particular employee benefit plan or program, and Executive's participation in any such plan or program shall be subject to the provisions, rules and regulations applicable thereto.

(i) **Business Expenses.** The Company shall reimburse Executive for all reasonable business expenses incurred by Executive in the performance of Executive's duties hereunder subject to and in accordance with Company policies.

(j) **Withholding.** All payments under this Agreement shall be subject to payroll taxes and other withholdings in accordance with the Company's standard payroll practices and applicable law.

3. **Termination of Employment .**

(a) **Manner of Termination.** Executive's employment with the Company will terminate during the Term on the date of such termination, as follows:

(i) The date Executive's employment is terminated by the Company other than for Cause (as defined in the Company's Executives' Severance Benefit Plan effective July 25, 2016, as such Executives' Severance Benefit Plan may be amended from time to time, the " **Severance Benefit Plan** ")), Executive's death or Executive becoming Disabled (as defined in the Severance Benefit Plan);

(ii) The date Executive's employment is terminated by the Company for Cause;

(iii) The date Executive's employment is terminated due to Executive becoming Disabled;

(iv) The date Executive's employment is terminated by Executive for Good Reason (as defined in the Severance Benefit Plan);

(v) The date Executive's employment is terminated by Executive for any reason other than Good Reason; or

(vi) The date of Executive's death.

(b) **Termination Date.** The date on which Executive's termination of employment with the Company is effective is the " **Termination Date** ." For purposes of Sections 4(b) and 4(c) only, with respect to the timing of any payments thereunder, the Termination Date means the date on which a "separation from service" has occurred for purposes of Section 409A of the Internal Revenue Code, as amended, and the regulations and guidance thereunder (the " **Code** ").

(c) **Relinquishment of Positions upon Termination.** Upon termination of employment for any reason, Executive shall resign all officerships, directorships or other positions that he then holds with the Company or any of its Affiliates, and Executive hereby agrees to take all actions necessary to effectuate such resignations. For purposes of this Agreement, " **Affiliate** " means, with respect to EVINE Live, any partnership, corporation, limited liability company, joint stock company, unincorporated organization or association, trust, joint venture, or other organization that, directly or through one or more intermediaries, is controlled by, controls, or is under common control with, EVINE Live.

4. **Payments upon Termination .**

(a) **Entitlement to Accrued Benefits and Equity Awards.** Upon termination of Executive's employment with the Company for any reason, whether by the Company or by Executive, the Company shall pay or provide Executive with the Accrued Benefits and all of Executive's outstanding equity awards shall be subject to the terms of the applicable award agreement and plan. For purposes of this Agreement, " **Accrued Benefits** " means the following amounts, payable as described herein: (i) all Base Salary that has accrued but is unpaid as of the Termination Date; (ii) reimbursement of Executive for his reasonable and necessary expenses that have been approved in accordance with Company policy and that were incurred by Executive on behalf of the Company as of the Termination Date; (iii) any and all other cash earned by Executive through the Termination Date and deferred at the election of Executive pursuant to any deferred compensation plan then in effect (if any); and (iv) all other payments and benefits to which Executive (or in the event of Executive's death, Executive's surviving spouse or other beneficiaries) is entitled on the Termination Date under the terms of any benefit plan of the Company, excluding severance payments under the Severance Benefit Plan or under any other Company severance policy, practice or agreement in effect on the Termination Date. Payment of Accrued Benefits shall be made promptly in accordance with the Company's prevailing practice with respect to clauses (i), (ii) and (iii) or, with respect to clause (iv), pursuant to the terms of the benefit plan or practice establishing such benefits, and any applicable law (but in each instance no less favorable than that applied to the most senior executive officers of the Company). Except as provided in this Section 4(a) or in Section 4(b) or Section 4(c) (as applicable), Executive shall not be entitled to any payments or benefits upon termination of Executive's employment with the Company for any reason.

(b) **Severance Benefits During First Six Months.** If Executive's employment with the Company is terminated by the Company other than for Cause, death or Executive becoming Disabled, or if Executive's employment with the Company is terminated by Executive for Good Reason, and the Termination Date is prior to the six (6) month anniversary of the Effective Date, then the Company shall, in addition to paying the Accrued Benefits and addressing any outstanding equity awards in accordance with the terms of the applicable award agreement and plan, and subject to Section 4(d),

(i) pay to Executive as severance pay an amount equal to one (1) times Executive's annual Base Salary as of the Termination Date, less all legally required and authorized deductions and withholdings, payable in substantially equal installments in accordance with the Company's regular payroll cycle during the twelve (12) month period immediately following the Termination Date, provided, however, that any installments that otherwise would be payable on the Company's regular payroll dates between the Termination Date and the sixtieth (60 th) calendar day after the Termination Date will be delayed until the Company's first regular payroll date that is more than sixty (60) days after the Termination Date and included with the installment payable on such payroll date; and

(ii) if Executive is eligible for and takes all steps necessary to continue Executive's group health insurance coverage with the Company following the termination of Executive's employment with the Company (including completing and returning the forms necessary to elect COBRA coverage), pay for the portion of the premium costs for such coverage that the Company would pay if Executive remained employed by the Company, at the same level of coverage that was in effect as of the Termination Date, through the earliest of: (A) the twelve (12) month anniversary of the Termination Date, (B) the date Executive becomes eligible for group health insurance coverage from any other employer, or (C) the date Executive is no longer eligible to continue Executive's group health insurance coverage with the Company under applicable law.

(c) **Severance Benefits on or After Six Months.** If Executive's employment with the Company is terminated by the Company other than for Cause, death or Executive becoming Disabled, or if Executive's employment with the Company is terminated by Executive for Good Reason, and the Termination Date is on or after the six (6) month anniversary of the Effective Date, then Executive shall be eligible to receive severance benefits in accordance with the terms and conditions of the Severance Benefit Plan.

(d) **Conditions to Receive Severance Benefits.** Notwithstanding the foregoing provisions of this Section 4, the Company will not be obligated to make any payments to or on behalf of Executive: (i) under Section 4(b) unless (A) Executive signs a release of claims in favor of the Company in a form to be prescribed by the Company (the " **Release** "), (B) all applicable consideration periods and rescission periods provided by law with respect to the Release have expired without Executive rescinding the Release, and (C) Executive is in compliance with the terms of this Agreement and any other written agreement between Executive and the Company or any of its Affiliates as of the dates of the payments, or (ii) under Section 4(c) unless Executive has satisfied all conditions to receive severance benefits identified in the Severance Benefit Plan.

5. **Covenants by Executive .**

(a) **Access to Confidential Information.** While with the Company, Executive will have access to and obtain confidential or proprietary information about the Company, including but not limited to, (i) trade secrets, samples, methods, models, research, computer files, accounting and unpublished financial information, financial or business projections, cost, profit and sales information, agreements and/or contracts between the Company and its business partners, customer lists and customer information, purchasing techniques, supplier lists and supplier information, licensing agreements, marketing, advertising and/or creative policies, practices, concepts, strategies, and methods of operations, internal policies, pricing policies and procedures and employee lists; (ii) information submitted by the Company's customers, suppliers, team members, consultants or co-ventures with the Company for study, evaluation or use; (iii) technical information concerning the Company's products and services, including product data and specifications, diagrams, flow charts, drawings, test results, know-how, processes, inventions, research projects and product development; (iv) any and all versions of the Company's proprietary computer software (including source code and object code), hardware and documentation; and (v) any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect the Company's business. Such information shall be collectively referred to as " **Confidential Information** ."

(b) **Protection of Confidential Information.** Executive is aware that the Confidential Information is not readily available to the public. Executive agrees that during Executive's employment with the Company, and after it ends, Executive will keep confidential and not disclose the Confidential Information to anyone or use it for Executive's own benefit or for the benefit of others, except in performing Executive's duties as a Company employee. Executive agrees that this restriction shall apply whether or not any such information is marked "confidential."

(c) **Duty of Loyalty.** Executive agrees that while Executive is employed by the Company, (i) Executive will have an undivided duty of loyalty and fair dealing to the Company and will work for the best interests of the Company and not take over any of the Company's business opportunities or prospective business opportunities for Executive's personal gain and/or to the detriment of the Company, (ii) Executive will not engage in any other employment or business activity without the prior written permission from executive management, and (iii) Executive will not engage in any other activities that conflict with Executive's obligations to the Company.

(d) **Company Property.**

(i) Material . All memoranda, files, notes, records or other documents, whether in electronic form or hard copy (collectively, the " **material** "), compiled by Executive or made available to Executive during Executive's employment with the Company (whether or not the material contains Confidential Information) are the property of the Company and shall be delivered to the Company on the termination of Executive's employment, or at any other time upon request. Except in connection with Executive's employment with the Company, Executive agrees that Executive will not make or retain copies or excerpts of the material. In addition, upon termination of Executive's employment with the Company, or earlier upon request of the Company, Executive will also return to the Company all computers, cell phones, equipment, software programs and other personal property belonging to the Company (whether provided by the Company, paid for by the Company, or the cost for which was reimbursed by the Company).

(ii) Assignment of Works . Executive hereby assigns to the Company, or its designee, all of Executive's right, title and interest in and to any and all materials, including without limitation, all original works of authorship, computer programs, graphic art work, developments, concepts, improvements, formulas, algorithms, software, technology applications or trade secrets, that Executive may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed, during Executive's employment with the Company and which (A) relate to the Company's present or prospective business, or to the Company's actual or demonstrably anticipated research or development, (B) result from any work performed for the Company or (C) result from any use of the Company's equipment, supplies, facilities or Confidential Information (collectively referred to as the " **Works** "). Executive further acknowledge that all Works that are protectable as such are "works made for hire" as that term is defined in the United States Copyright Act. If for any reason any portion of the Works does not qualify as works made for hire, then Executive transfer and assign to the Company all right, title and interest in and to the Works, including any copyright. Executive agrees to assist the Company, or its designee, at the Company's expense, in every proper way, to secure the Company's rights in the Works and any copyrights or other intellectual property rights, including the disclosure to the Company of all pertinent information and data with respect to the Works, the execution of all applications, assignments and all other instruments that the Company shall deem necessary in order to apply for and obtain such rights. This assignment under this Section 5(d)(ii) does not apply to any invention for which no equipment, supplies, facility or trade secret information of the Company was used and which was developed entirely on Executive's own time, and (A) which does not relate (1) directly to the business of the Company or (2) to the Company's actual or demonstrably anticipated research or development, or (B) which does not result from any work performed by Executive for the Company. By signing this Agreement, Executive acknowledge and agree that Executive have been provided written notification of Executive's rights with respect to inventions as required by Minnesota Statutes Annotated Section 181.78(3).

(iii) Use of Names . Executive agrees that Executive will not use the name, marks or indicia of the Company or any of its vendors or business partners for any purpose without the prior written consent of the applicable party in each instance.

(e) **Post-Employment Obligations.** Executive agrees that Executive's position with the Company requires and will continue to require the performance of services that are special, unique, extraordinary and of an intellectual character and places Executive in a position of confidence and trust with the employees, customers, vendors and business partners of the Company. Executive agrees that in the course of Executive's employment with the Company, Executive will develop a personal acquaintanceship and relationship with the Company's employees, vendors and business partners. In addition, Executive acknowledge and agree that in the course of Executive's employment with the Company, Executive will be provided with, and have access to, Confidential Information that is commercially valuable to the Company, the use or disclosure of which, for the benefit of a Company competitor, would unfairly and improperly harm the Company. Consequently, Executive agrees that it is reasonable and necessary for the protection of the goodwill and business of the Company that Executive make the covenants contained in this agreement. Accordingly, Executive agrees that for the 12-month period following the termination of Executive's employment, regardless of the reason for termination, Executive shall not, directly or indirectly:

(i) in any country in which the Company or any of its Affiliates operates or contemplates operating during the 12 months prior to Executive's termination date, own, manage, control, have any interest in, participate in, lend Executive's name to, or act as consultant, employee, advisor to or render services (alone or in association with any other person, firm, corporation or other business organization) for:

(A) HSN, Inc., QVC, Inc., Jewelry Television Network and of their subsidiaries, and any of their affiliates who are primarily engaged in the home shopping business; or

(B) any other person or entity engaged in the television home shopping business; or

(C) any infomercial business having as a primary focus the marketing to consumers of products of a similar nature as the products being offered on the Company's television programming or websites; or

(D) the directly-related e-commerce operations of another home shopping company or network, such as, for example, QVC.com or HSN.com;

provided , however , that the ownership by Executive of less than 1% of the outstanding shares of capital stock of any corporation listed on a national securities exchange or publicly traded in the over-the-counter market shall not constitute a breach of this Section 5(e); or

(ii) solicit for employment, employ, or attempt to employ, as an employee or retain, or attempt to retain, as a consultant, any individual who is then or at any time during the one-year period prior to the termination date was, an employee of or exclusive consultant to, the Company, or persuade or attempt to persuade any such employee of or exclusive consultant to the Company to leave the employ of the Company or to become employed as an employee or retained as a consultant by any other person or entity; provided , however , a solicitation pursuant to general recruitment advertising that is not directed at the employees or exclusive consultants of the Company shall not be deemed to be a solicitation for purposes of this provision; or

(iii) solicit or persuade, or attempt to solicit or persuade, any vendor, supplier or business partner of the Company to cease to do business with the Company or to reduce the amount of business which any such vendor, supplier or business partner has customarily done or is reasonably expected to do with the Company; or

(iv) solicit business on behalf of, or render any services to, any vendor or business partner of the Company in connection with sourcing, developing or acquiring branded products and licenses for marketing and sale through Consumer Direct Commerce (as defined below).

As used in this Section 5(e), the following terms shall have the following meanings: (1) " **solicit** " shall include: (i) active solicitation of any Company employee; (ii) the provision of information regarding any Company employee to any third party where such information could be useful to such third party in attempting to hire any such Company employee; (iii) participation in any meetings, discussions, or other communications with any third party regarding any Company employee where the purpose or effect of such meeting, discussion or communication is to employ such Company employee; and (iv) any other passive use of information about any Company employee which has the purpose or effect of assisting a third party or causing harm to the Company's employment relationships; (2) " **Consumer Direct Commerce** " means marketing or sales in connection with or through (i) any live or taped direct response television programming, (ii) any website affiliated with any live or taped direct response television retailer, (iii) any bricks and mortar location affiliated with any live or taped direct response television retailer, and (iv) any video-on-demand, interactive television, podcast, mobile phone, branded new media or social media (e.g., Facebook) advertising and any similar means of sale or any successor media to such means; and (3) " **Company** " shall include all Affiliates of EVINE Live.

(f) **Nondisparagement.** Executive agrees that Executive shall not, at any time, make, or cause to be made, any statement or communicate any information (whether oral or written) that disparages or reflects negatively on the Company or its products, services or employees; provided , however , that this paragraph shall not prohibit Executive from making any truthful statements that are required by applicable law or valid legal process, or that are protected by applicable law.

(g) **Remedies.** Executive acknowledge and agree that the Company's monetary remedy at law for a breach or threatened breach of any of the provisions of this Section 5 would be inadequate and, in recognition of that fact, in the event of a breach or threatened breach by Executive, or anyone acting in concert with Executive, of any of the provisions of this Section 5, Executive agrees that in addition to its remedy at law, the Company shall be entitled to appropriate equitable relief in the form of specific performance, preliminary or permanent injunction, temporary restraining order or any other appropriate equitable remedy which may then be available. Executive further agree that the Company will be entitled to such remedies without having to post bond or other security and without having to prove the inadequacy of the available remedies at law.

(h) **Third Party Rights.** Executive warrants that Executive is not bound by the terms of a confidentiality agreement or non-competition agreement or any other agreement with a former employer or other third party which would preclude Executive from accepting employment by the Company or which would preclude Executive from effectively performing Executive's duties for the Company. Executive further warrants that Executive has the right to make all disclosures that Executive will make to the Company during the course of Executive's employment by the Company. Executive agrees that Executive shall not disclose to the Company, or seek to induce the Company to use, any Confidential Information in the nature of trade secrets or other proprietary information belonging to others. Executive further agrees to provide the Company with a copy of any and all agreements with a former employer or other third party which may limit Executive's right to work for, or to make disclosures to, the Company.

(i) **Survival.** Executive agrees the provisions of this Section 5 survive the termination or expiration of the Term and the termination of Executive's employment with the Company by either party for any reason.

(j) **Notification Obligation.** Prior to accepting employment with any person, firm, corporation or other business organization during the period in which the post-employment obligations are in effect, Executive shall notify Executive's prospective employer in writing of Executive's obligations pursuant to this Agreement and shall simultaneously provide a copy of such notice to the Company and such prospective employer.

6. **Notice .** Any notice, request, demand or other communication required or permitted herein will be deemed properly given when personally served in writing, by email or when deposited in the United States mail, postage prepaid, addressed to Executive at the address (or email address) last appearing in EVINE Live's personnel records and to the Company at its headquarters with attention (or an email) to the General Counsel of EVINE Live. Either party may change its address by written notice in accordance with this paragraph.

7. **Set Off; Mitigation .** The Company's obligation to pay Executive the amounts and to provide the benefits hereunder shall not be subject to set-off, counterclaim or recoupment of amounts owed by Executive to the Company. Executive shall not be required to mitigate the amount of any payment provided for pursuant to this Agreement by seeking other employment or otherwise.

8. **Benefit of Agreement and Assignment .** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective executors, administrators, successors and assigns. The Company shall have the right to assign this Agreement, and, accordingly, this Agreement shall inure to the benefit of, and may be enforced by, any and all successors and assigns of the Company, it being understood that any such assignment shall not affect the terms and conditions contained in this Agreement. This Agreement shall not be assignable by Executive.

9. **Applicable Law and Jurisdiction .** This Agreement is to be governed by and construed under the laws of the United States and of the State of Minnesota without resort to Minnesota's choice of law rules. Each party hereby agrees that the forum and venue for any legal or equitable action or proceeding arising out of, or in connection with, this Agreement will lie in the appropriate federal or state courts located in Hennepin County, Minnesota and specifically waives any and all objections to such jurisdiction and venue.

10. **Captions and Paragraph Headings .** Captions and section or paragraph headings used herein are for convenience only and are not a part of this Agreement and will not be used in construing it.

11. **Divisibility of Agreement or Modification By Court .** To the extent permitted by law, the invalidity of any provision of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, it shall be, to the further extent permitted by law, modified to the extent necessary to be interpreted in a manner most consistent with the present terms of the provision, to give effect to the provision. Finally, in the event that any provision of this Agreement is held to be invalid and not capable of modification by a court, then it shall be considered expunged, and the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

12. **No Waiver .** The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

13. **Survival .** The termination or expiration of this Agreement will not affect the rights or obligations of the parties hereunder arising out of, or relating to, circumstances occurring prior to the termination or expiration of this Agreement, which rights and obligations will survive the termination or expiration of this Agreement.

14. **Entire Agreement .** This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement except where other agreements are specifically noted, adopted, or incorporated by reference. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Executive by Company, and all such agreements shall be void and of no effect. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by

15. **Modification or Amendment .** This Agreement may not be modified or amended except through a writing signed by both an authorized representative of EVINE Live and Executive.

16. **Claims by Executive .** Executive acknowledges and agrees that any claim or cause of action by him against the Company other than a claim for failure to pay amounts due under this Agreement shall not constitute a defense to the enforcement of the restrictions and covenants set forth in this Agreement and shall not be used to prohibit injunctive relief.

17. **Execution of Agreement .** This Agreement may be executed in multiple counterparts, any one of which need not contain the signature of more than one (1) party, but all such counterparts taken together shall constitute one and the same instrument. Further, this Agreement may be signed and delivered by means of facsimile or scanned pages via electronic mail, and such scanned or facsimile signatures shall be treated in all manner and respects as an original signature and shall be considered to have the same binding legal effect as if it were an original signature, and no party may raise the use of facsimile or scanned signatures as a defense to the formation of this Agreement.

18. **Attorneys' Fees .** If either party retains an attorney to enforce the provisions of this Agreement or appeal thereof in connection with this Agreement, the unsuccessful or non-prevailing party in such proceeding shall reimburse the successful or prevailing party for all reasonable expenses (including attorney's fees and allocated charges of internal counsel) and disbursements incurred by the latter in connection with the proceeding(s).

19. **Section 409A .** It is intended that this Agreement will comply with Code Section 409A and any regulations and other published guidance of the IRS thereunder, to the extent the Agreement is subject thereto, and the Agreement shall be interpreted on a basis consistent with such intent. With respect to any reimbursement or in-kind benefit arrangements of the Company that constitutes deferred compensation for purposes of Code Section 409A, the following conditions shall be applicable (except as otherwise permitted by Code Section 409A): (i) the amount eligible for reimbursement, or in-kind benefits provided, under any such arrangement in one calendar year may not affect the amount eligible for reimbursement, or in-kind benefits to be provided, under such arrangement in any other year (except that any health or dental plan may impose a limit on the amount that may be reimbursed or paid), (ii) any reimbursement must be made on or before the last day of the calendar year following the calendar year in which the expense was incurred, and (iii) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Agreement on the Effective Date.

EXECUTIVE:

/s/ Timothy Peterman
Timothy Peterman

EVINE LIVE INC.

By: /s/ Andrea M. Fike

Its: EVP, General Counsel

E xhibit 10.8

EVINE Live Inc.

Performance Stock Unit Award Agreement
(Non-Plan)

EVINE Live Inc. (the "Company") hereby grants to you, the Grantee named below, the number of units relating to the Company's common stock set forth in the table below (the "Performance Stock Units"). This Award of Performance Stock Units ("Performance Stock Unit Award") shall be subject to the terms and conditions set forth in this Performance Stock Unit Award Agreement (the "Agreement"), consisting of this cover page and the Performance Stock Unit Terms and Conditions on the following pages. Although this Performance Stock Unit Award is not being granted pursuant to the Company's 2011 Omnibus Incentive Plan ("Plan"), unless the context indicates otherwise, capitalized terms that are not defined in this Agreement shall have the meaning set forth in the Plan as it currently exists or as it is amended in the future.

Name of Grantee: Timothy Peterman	Grant Date: May 2, 2019
No. of Performance Stock Units Granted: 680,000	Expiration Date: May 1, 2029

Vesting Schedule:

Scheduled Vesting Dates	Number of Performance Stock Units Which Vest*
May 2, 2020	First tranche of 226,666 Units
Date Average Closing Price equals or exceeds $2.00 following May 2, 2020, as further explained below*	Second tranche of 226,666 Units
Date Average Closing Price equals or exceeds $4.00 following May 2, 2021, as further explained below*	Third tranche of 226,668 Units

*The first tranche of the Performance Stock Unit Award shall vest on May 2, 2020. The second tranche of the Performance Stock Unit Award shall vest when the per share closing price of the Company's common stock reaches or exceeds an average trading price of $2.00 for 20 consecutive trading days and the Grantee has been continuously providing Service for at least one year from the Grant Date. The third tranche of the Performance Stock Unit Award shall vest when the per-share closing price of the Company's common stock reaches or exceeds an average trading price of $4.00 for 20 consecutive trading days and the Grantee has been continuously providing Service for at least two years from the Grant Date.

By signing below or otherwise evidencing your acceptance of this Agreement in a manner approved by the Company, you agree to all of the terms and conditions contained in this Agreement. You acknowledge that you have reviewed these documents and that they set forth the entire agreement between you and the Company regarding your rights and obligations in connection with this Performance Stock Unit Award.

GRANTEE:

/s/ Tim Peterman

EVINE LIVE INC.

By: /s/ Andrea Fike
Title: General Counsel

EVINE Live Inc.
Performance Stock Unit Award Agreement

Performance Stock Unit Terms and Conditions

1. **Award of Performance Stock Units .** The Company hereby grants to you, as of the Grant Date, the number of Performance Stock Units identified on the cover page of this Agreement, subject to the restrictions and other terms and conditions set forth herein and in the Plan (see Section 8 below). Each Performance Stock Unit that is earned and vests in accordance with this Agreement represents the right to receive one Share of the Company's common stock. Prior to their settlement or forfeiture in accordance with the terms of this Agreement, the Performance Stock Units granted to you will be credited to a performance stock unit account in your name maintained by the Company. This account will be unfunded and maintained for book-keeping purposes only, with the Performance Stock Units simply representing an unfunded and unsecured contingent obligation of the Company.

2. **Vesting and Forfeiture of Performance Stock Units** . Subject to Section 6 of this Agreement, so long as your Service (as defined in the Plan) to the Company and its Affiliates has not ended, the Performance Stock Units will vest and become non-forfeitable as provided in this Section 2. For purposes of this Agreement, "Vesting Date" means any date, including the Scheduled Vesting Dates set forth on the cover page, on which Performance Stock Units subject to this Performance Stock Unit Award vest as provided in this Agreement.

(a) Scheduled Vesting . This Performance Stock Unit Award will vest on the Vesting Dates as to the number of Performance Stock Units specified in the Vesting Schedule on the cover page to this Agreement, provided with respect to the second and third tranches that the performance criteria specified on the cover page has been achieved prior to the Expiration Date.

(b) Limitation on Scheduled Vesting . If your Service ends for any reason prior to a Scheduled Vesting Date, then this Agreement shall terminate and all unvested Performance Stock Units shall be immediately forfeited, except to the extent the Committee exercises discretion as permitted by Section 3(b)(2) of the Plan or except as provided by Section 6 of this Agreement.

(c) Expiration Date . Upon the Expiration Date set forth on the cover page, any Performance Stock Units that have not vested shall be forfeited in their entirety.

(d) Adjustments . The number of Performance Stock Units subject to this Performance Stock Unit Award and/or the average closing price goals set forth on the cover page shall be subject to equitable adjustment by the Committee under the circumstances specified in Section 12(a) of the Plan.

3. **Issuance of Company Common Stock ("Shares")** .

(a) Issuance following Vesting . Promptly following a Vesting Date, the Committee shall certify the per share closing price of the Company's common stock on such Vesting Date, as applcable. The Committee shall then issue to you a number of Shares equal to the number of Performance Stock Units that have vested, as evidenced by issuance of a stock certificate without restrictive legend, by electronic delivery of such Shares to a brokerage account designated by you, or by an unrestricted book-entry registration of such Shares with the Company's transfer agent. Such Shares shall be covered by a registration statement filed with the Securities and Exchange Commission.

(b) Delay for Specified Employee . Notwithstanding the foregoing, if (i) the Performance Stock Units become vested as a result of your separation from service (within the meaning of Code Section 409A), and (ii) you are a "specified employee" (within the meaning of Code Section 409A) as of the date of such separation from service, then to the extent required by Code Section 409A, the settlement of such vested Performance Stock Units shall occur on the date that is six months after the date of your separation from service.

(c) Stock Certificate Restrictions . The Company shall not be liable to you for damages relating to any delays in issuing any stock certificates hereunder to you, in the electronic delivery of Shares to a brokerage account designated by you or in making an appropriate book entry, any loss of any such certificates, or any mistakes or errors in the issuance of such certificates, in such certificates themselves or in the electronic delivery or the making of the book entry; provided that the Company shall correct any such errors caused by it. Any such certificate or certificates or book entry shall be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the Plan or the rules, regulations, and other requirements of the Securities and Exchange Commission, any stock exchange upon which such Shares are listed, and any applicable Federal or state laws, and the Committee may cause a legend or legends to be put on any such certificates or an appropriate book entry notation to make appropriate reference to such restrictions.

(d) Securities Laws . Upon the acquisition of any Shares pursuant to this Agreement, you agree that you will make or enter into such written representations, warranties and agreements as the Committee may reasonably request in order to comply with applicable securities laws or with this Agreement.

4. **No Shareholder Rights** . You shall not have voting rights, and shall not be entitled to receive cash dividends or other distributions with respect to the Shares underlying the Performance Stock Units unless and until such Shares are reflected as issued and outstanding shares on the Company's stock ledger.

5. **Withholding Taxes .** You hereby authorize the Company (or any Affiliate) to withhold from payroll or other amounts payable to you any sums required to satisfy any federal, state, local or foreign withholding taxes that may be due as a result of the vesting of the Performance Stock Units or the issuance of Shares hereunder, and the Company may defer the release to you of any and all Shares until you have made arrangements acceptable to the Company for payment of all such withholding taxes in accordance with the provisions of Section 14 of the Plan. If you wish to satisfy some or all of such withholding tax obligations by delivering Shares you already own or by having the Company withhold a portion of the Shares that would otherwise be issued to you hereunder, you must notify the Company of this election prior to the Vesting Date.

6. **Change in Control** . The following provisions apply to this Performance Stock Unit Award in the event of a Change in Control.

(a) Continuation, Assumption or Replacement of Award . If this Performance Stock Unit Award is continued, assumed or replaced in connection with a Change in Control as contemplated by Section 12(b)(1) of the Plan (for Corporation Transactions) or Section 12(c) of the Plan, then if you experience an involuntary termination of Service for reasons other than Cause within one year after the effective time of the Change in Control, such termination of Service will be treated as a Vesting Date and if not already vested, the first tranche will vest in full, and the second and third tranches will vest based on whether the per share closing price of the Company's common stock on such date reaches or exceeds the average trading price goals set forth on the cover page to this Agreement.

(b) Corporate Transactions Where Award Not Continued, Assumed or Replaced . If this Performance Stock Unit Award is not continued, assumed or replaced in connection with a Corporate Transaction as contemplated by Section 12(b)(1) of the Plan, then the effective time of such Corporate Transaction will be treated as a Vesting Date and if not already vested, the first tranche will vest in full, and the second and third tranches will vest based on whether the per share closing price of the Company's common stock on such date reaches or exceeds the average trading price goals set forth on the cover page to this Agreement. Alternatively, the Committee may provide for the cancellation of this Performance Stock Unit Award at or immediately prior to the effective time of the Corporate Transaction in exchange for a payment to you calculated in the manner described in Section 12(b)(3) of the Plan, except that the calculation of such payment shall be based only upon that number of Performance Stock Units that would have vested on the date of the Corporate Transaction, after giving effect to any acceleration of vesting called for by this Section 6(b).

7. **Restrictions on Transfer** . You may not sell, transfer, or otherwise dispose of or pledge or otherwise hypothecate or assign the Performance Stock Units. Any such attempted sale, transfer,disposition, pledge, hypothecation or assignment shall be null and void.

8. **Incorporation by Reference of Plan and Interpretation Of This Agreement** . This Performance Stock Unit Award is not granted pursuant to the Plan. However, the provisions of the Plan and the definitions of terms defined in the Plan shall apply to this Performance Stock Unit Award and be binding upon the Company and the Grantee as if this Performance Stock Unit Award were granted pursuant to the Plan. The terms and conditions of the Plan, as in effect on the date of this Agreement, an electronic copy of which has been delivered to Grantee, are hereby incorporated herein and made a part hereof by reference as if set forth in full. All decisions and interpretations made by the Committee with regard to any question arising hereunder or under the Plan will be binding and conclusive upon the Company and the Grantee. If there is any inconsistency between the provisions of this Agreement and the Plan, the provisions of the Plan shall govern. If there is any inconsistency between the provisions of this Agreement and a written employment agreement between the Grantee and the Company or any of its Affiliates, the provisions of this Agreement shall govern.

9. **Choice of Law** . This Agreement will be interpreted and enforced under the laws of the state of Minnesota (without regard to its conflicts or choice of law principles).

10. **Binding Effect** . This Agreement will be binding in all respects on your heirs, representatives, successors and assigns, and on the successors and assigns of the Company.

11. **Discontinuance of Service** . This Agreement does not give you a right to continued Service with the Company or any Affiliate, and the Company or any such Affiliate may terminate your Service at any time and otherwise deal with you without regard to the effect it may have upon you under this Agreement.

12. **Notices** . Every notice or other communication relating to this Agreement shall be in writing and shall be mailed to or delivered to the party for whom it is intended at such address as may from time to time be designated by it in a notice mailed or delivered to the other party as herein provided. Unless and until some other address is so designated, all notices or communications by you to the Company shall be mailed or delivered to the Company at its office at 6740 Shady Oak Road, Eden Prairie, MN 55344, and all notices or communications by the Company to you may be given to you personally or may be mailed to you at the address indicated in the Company's records as your most recent mailing address.

By signing the cover page of this Agreement or otherwise accepting this Award in a manner approved by the Company, you agree to all the terms and conditions contained in this Agreement.

Exhibit 99.1

Evine Secures Multi-Million Dollar Strategic Investment & Exclusivity Commitment from The Invicta Watch Group; Tim Peterman Returns as CEO

Eyal Lalo, CEO of The Invicta Watch Group, joins Evine's Board as Vice Chairman. Bob Rosenblatt remains on the Evine Board.

MINNEAPOLIS, May 2, 2019 (GLOBE NEWSWIRE) — Evine Live Inc. (NASDAQ:EVLV), a multiplatform interactive video and digital commerce company (evine.com), today announced as a part of its ongoing strategic alternatives review, the execution of several agreements with its largest and most tenured vendor, The Invicta Watch Group ("IWG"). Effective immediately, Evine has:

- Sold $6 million of common stock at $0.75 per share, which was priced at a 97% premium to Evine's closing stock price on the day prior to signing the purchase agreement, to investors ("Investors") that include, among others, Eyal Lalo, CEO of IWG and Tim Peterman. The investors will also receive five-year warrants to purchase an aggregate of 3.5 million shares of common stock with an exercise price of $1.50 per share, a 295% premium to Evine's closing stock price on the day prior to signing the purchase agreement;
- Secured a $5 million increase in its vendor line for IWG's family of brands, subject to adjustment from time to time;
- Secured IWG's commitment to invest an additional $25 million in product for Evine in 2019;
- Secured a 5-year TV retailing exclusivity commitment from IWG;
- Appointed Eyal Lalo, CEO of IWG, as Evine's Vice Chairman, which is a board role designed to work closely with the CEO in the operations of the business;
- Appointed Tim Peterman, Evine's former COO & CFO, as its new CEO;
- Appointed Michael Friedman, a long standing IWG partner, to Evine's board; and
- Announced that Bob Rosenblatt, Evine's former CEO, will remain on Evine's Board, where he will assist in the transition and continue to contribute to Evine's strategy as a Board member.

Bob Rosenblatt, former CEO of Evine, said, "It is exciting to have Tim back to lead Evine on its continuing journey to profitability while utilizing his strong experience and relationships in interactive media and eCommerce to help us chart a compelling growth strategy. In addition, Eyal's financial commitment as an investor and his leadership as Vice Chairman will help us accelerate our brand building opportunities and strengthen our balance sheet. I couldn't be more excited as a board member and shareholder to have Tim and Eyal helping lead our organization into its next chapter."

Tim Peterman, CEO of Evine, said, "I look forward to working with Bob and his team during a collaborative transition. We have a great company today, and I believe we have a very bright future. As Bob knows, our vision for the company remains fundamentally unchanged; I look forward to working with the team and the Board on new growth strategies and expect to have further details on such strategies in the near term."

Eyal Lalo, Vice Chairman of Evine, said, "Fostering an entrepreneurial, fast-moving culture in which leaders and employees work to produce amazing results will be an important strategic priority for us. Tim and I look forward to playing a more active role in Evine's future.

In addition to Eyal Lalo and Michael Friedman joining the Board, Thomas Beers and Mark Holdsworth have resigned from the Board, effective today.

Landel Hobbs, Chairman of Evine, added, "Deepening our relationship with IWG adds value for both the company and its shareholders, especially as Evine continues to chart its course in the role of interactive video commerce in the future of retail, entertainment and media. In addition, Tim's strong experience and relationships in interactive media and eCommerce will help us continue to chart a compelling growth strategy and the deep expertise that Eyal brings to the Board will further enhance our strategies and execution. On behalf of Evine and the Board, I would also like to express my deep gratitude to Bob Rosenblatt for his leadership during the last three years—we have been made stronger through his work and look forward to his continuing contributions as a member of the Board. Similarly, I extend our thanks to Thomas Beers and Mark Holdsworth for their dedicated and valuable service on our Board."

Evine will grant performance stock units representing 680,000 shares of Evine common stock to Mr. Peterman on May 2, 2019, that were approved by the human resources and compensation committee of its Board as a material inducement to employment. The equity awards were approved in accordance with Nasdaq Listing Rule 5635(c)(4). The performance stock unit grant shall vest one-third upon the one year anniversary of the grant date, one-third when the per-share closing price of Evine's common stock reaches or exceeds an average trading price of $2 for 20 consecutive trading days and Mr. Peterman has been continuously employed for at least one year from the grant date, and the remaining shares when the per-share closing price of Evine's common stock reaches or exceeds an average trading price of $4 for 20 consecutive trading days and Mr. Peterman has been continuously employed for at least two years after the grant date, and shall otherwise be subject to the terms and conditions of the applicable award agreement.

About Evine Live Inc.

Evine Live Inc. (NASDAQ:EVLV) operates Evine, a multiplatform interactive digital commerce company that offers a mix of proprietary, exclusive and name brands directly to consumers in an engaging and informative shopping experience via television, online and mobile. Evine reaches more than 87 million television homes with entertaining content in a comprehensive digital shopping experience offered 24 hours a day.

Please visit www.evine.com/ir for more investor information.

About Invicta Watch Group

INVICTA, the flagship brand of the INVICTA WATCH GROUP was founded in La Chaux-de-Fonds, Switzerland in 1837. The brand was reestablished in 1994 by Eyal Lalo who has been the CEO since inception. Under Eyal's leadership, Invicta has been recognized for its vast amount of design and product innovations targeted to all demographics and age groups and a strong following from collectors worldwide. Invicta designs over 1500 unique models per year and has received 55 design and mechanical patents and holds 1,250 trademarks. It has received the coveted Red Dot design award for product design and innovation. This long and rich heritage in innovation and design continues to define the Invicta brand identity and its unique and exclusive positioning in the watch industry.

In addition to Invicta, the group owns, designs, manufactures and distributes the TechnoMarine, S. Coifman, and Glycine Switzerland brands. Additionally, it has long-standing license agreements with Disney, Marvel, Star Wars, DC Comics, Warner Brothers, and the NFL for high end collectible and limited-edition watches. From high-end, luxury Swiss time pieces to accessible fashion watches, each of the Invicta brands is recognized for inherent quality and distinctive style within its price category. Collectively, the Invicta brands are sold throughout the Americas, Europe, Asia, and the Far East.

Invicta's history with Evine spans more than 20 years and is also rich with innovative collaborations. Invicta holds several records among Evine vendors for the highest sales hours, with 3 individual 1-hour time slots generating over $1 million in sales each. Invicta holds the largest customer following on Evine, largest Social Media following, largest driver of online sales, and has received over 25 awards from Evine including multiple awards for vendor of the year, product of the year, and many more including an award for being the first vendor to have reached over $1 billion in sales on the network. Invicta and Evine have collaborated on 3 Invicta themed cruises, over 90 remote events from various locations including the Exumas in the Bahamas, Los Cabos Mexico, Miami, Key Largo, and Cancun Mexico. We believe this new investment and partnership will expand on these milestones and further drive growth for Evine.

About Tim Peterman

Tim is relocating to Eden Prairie, MN in May, leaving his current role as COO & CFO of Amerimark Interactive (amerimarkinteractive.com), an eCommerce company with $750+ million in annual revenues headquartered in Chicago.

Tim originally joined Evine as its CFO in 2015, and was promoted to COO & CFO in 2017, which was the first year in 10 years that Evine produced positive net income.

Tim is an Interactive Media executive with 25+ years of diversified operational, M&A and financial management experience for publicly held and private industry leaders in media, eCommerce and technology. He has held senior executive roles in companies including: IAC, Scripps Interactive, Tribune, Sinclair, and J. Peterman. Mr. Peterman began his career at KPMG in Chicago in 1989, is a CPA and holds a BS in accounting from the University of Kentucky.

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Safe Harbor Statement under the Private Securities Litigation Reform Act of 1995

This document may contain certain “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Any statements contained herein that are not statements of historical fact, including statements regarding business or operations plans, guidance, vendor prospects, industry prospects, our strategic alternatives process and any potential outcome from that process or future results of operations or financial position are forward-looking. We often use words such as anticipates, believes, estimates, expects, intends, predicts, hopes, should, plans, will and similar expressions to identify forward-looking statements. These statements are based on management's current expectations and accordingly are subject to uncertainty and changes in circumstances. Actual results may vary materially from the expectations contained herein due to various important factors, including (but not limited to): variability in consumer preferences, shopping behaviors, spending and debt levels; the general economic and credit environment; interest rates; seasonal variations in consumer purchasing activities; the ability to achieve the most effective product category mixes to maximize sales and margin objectives; competitive pressures on sales and sales promotions; pricing and gross sales margins; the level of cable and satellite distribution for our programming and the associated fees or estimated cost savings from contract renegotiations; our ability to establish and maintain acceptable commercial terms with third-party vendors and other third parties with whom we have contractual relationships, and to successfully manage key vendor and shipping relationships and develop key partnerships and proprietary and exclusive brands; our ability to manage our operating expenses successfully and our working capital levels; our ability to remain compliant with our credit facilities covenants; customer acceptance of our branding strategy and our repositioning as a video commerce company; our ability to respond to changes in consumer shopping patterns and preferences, and changes in technology and consumer viewing patterns; changes to our management and information systems infrastructure; challenges to our data and information security; changes in governmental or regulatory requirements; including without limitation, regulations of the Federal Communications Commission and Federal Trade Commission, and adverse outcomes from regulatory proceedings; litigation or governmental proceedings affecting our operations; significant events (including disasters, weather events or events attracting significant television coverage) that either cause an interruption of television coverage or that divert viewership from our programming; disruptions in our distribution of our network broadcast to our customers; our ability to protect our intellectual property rights; our ability to obtain and retain key executives and employees; our ability to attract new customers and retain existing customers; changes in shipping costs; expenses related to the actions of activist or hostile shareholders; our ability to offer new or innovative products and customer acceptance of the same; changes in customer viewing habits of television programming; and the risks identified under Item 1A(Risk Factors) in our most recently filed Form 10-K and any additional risk factors identified in our periodic reports since the date of such Form 10-K. More detailed information about those factors is set forth in our filings with the Securities and Exchange Commission, including our annual report on Form 10-K, quarterly reports on Form 10-Q, and current reports on Form 8-K. You are cautioned not to place undue reliance on forward-looking statements, which speak only as of the date of this announcement. We are under no obligation (and expressly disclaim any such obligation) to update or alter our forward-looking statements whether as a result of new information, future events or otherwise.