
Section 1: 8-K (8-K)

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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): March 11, 2019

ZAGG INC

(Exact name of registrant as specified in its charter)

<u>Delaware</u>	<u>001-34528</u>	<u>20-2559624</u>
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

910 West Legacy Center Way, Suite 500, Midvale, Utah

(Address of principal executive offices; zip code)

(801) 263-0699

(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.

Item 2.02 Results of Operations and Financial Condition

On March 12, 2019, ZAGG Inc (the “Company”) issued a press release announcing the results of operations for the year ended December 31, 2018, and made publicly available certain supplemental financial information, including commentary on results of operations from Bradley J. Holiday, Chief Financial Officer (“CFO”). The supplemental financial information - financial tables is furnished with this report as Exhibit 99.1, the press release is furnished with this report as Exhibit 99.2, and the supplemental financial information - CFO commentary is furnished with this report as Exhibit 99.3.

The Company will also hold its earnings conference call on March 12, 2019. The conference call will be available to interested parties through a live audio Internet broadcast accessible at investors.ZAGG.com under the events tab. A podcast of the conference call will be archived at investors.ZAGG.com for one year. The URLs are included here as inactive textual references. Information contained on, or accessible through, our websites is not a part of, and is not incorporated by reference into, this report.

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

Departure of Chief Financial Officer

On March 11, 2019, Bradley J. Holiday announced that he would step down as the Company's CFO, and transition to the role of Senior Vice President, Finance and Strategic Projects, effective March 31, 2019.

Appointment of Chief Financial Officer

On March 11, 2019, Taylor Smith was appointed to serve as the Company's new CFO, effective March 31, 2019. Until his appointment becomes effective, Mr. Smith, [42], will continue to serve as the Company's Vice President, Finance and Accounting, a position he has held since January 2013. Prior to his service in that capacity, Mr. Smith served as the Company's Director of SEC Reporting. Before joining the Company in July 2011, Mr. Smith served in various roles at KPMG LLP starting in August 2004, including senior manager, manager, senior associate, and associate within the audit group. Mr. Smith is a licensed certified public accountant and holds a B.S. and Masters in Accountancy from Brigham Young University.

Mr. Smith has no family relationships with any of the Company's directors or any other executive officer.

Mr. Smith has had no transactions with a related person during the last fiscal year nor during the interim period hereof required to be disclosed pursuant to Item 404(a) of Regulation S-K.

In connection with his appointment as CFO, Mr. Smith entered into an employment agreement with the Company, effective March 31, 2019 (the “Agreement”), specifying certain terms of his employment, including his functions as the CFO of the Company. Pursuant to the Agreement, Mr. Smith will earn an annual base salary of \$280,000 and will be eligible to receive a cash bonus of up to \$84,000 based on the achievement of certain functional team goals, cost reduction targets, and strategic initiatives. For 2020 and each year thereafter, the Compensation Committee of the Board of Directors (the “Compensation Committee”) will determine the amount of the potential cash bonus Mr. Smith will be eligible to receive.

Mr. Smith will also be granted a restricted stock unit (“RSU”) award from the Company, equal to the share equivalent of \$200,000 on the date of grant (pro-rated for 2019 service); this award is earned based on the achievement of net sales and Adjusted EBITDA targets established by the Compensation Committee for fiscal 2019 and will vest one-third on each of the first, second, and third anniversaries of the date earned. For 2020 and each year thereafter, the Compensation Committee will determine the amount of the target annual incentive RSU award Mr. Smith will be eligible to receive.

Concurrent with the execution of the Agreement, Mr. Smith and the Company entered into a Change of Control Agreement, which provides, among other things, that if Mr. Smith's employment with the Company is terminated for good reason (as defined in the Change of Control Agreement) or by the Company without cause (other than on account of death or disability), in each case within 12 months following a change of control (as defined in the Change of Control Agreement), and subject to the execution of a general release in a form satisfactory to ZAGG International, (a) Mr. Smith will be entitled to receive severance pay equal to the annual base salary plus the annual targeted cash bonus in effect for the year of the termination (the “Severance Pay”), payable in twelve (12) equal bi-weekly installments, and (b) the vesting and exercisability of each equity award granted to Mr. Smith will automatically accelerate in full to the extent set forth in the applicable equity award agreement between Mr. Smith and the Company.

The foregoing summary of the terms and conditions of the Agreement and the Change of Control Agreement does not purport to be complete, and is qualified in its entirety by reference to the full text of the Agreement and the Change of Control Agreement, which are attached hereto as Exhibits 10.1 and 10.2, respectively, and incorporated herein by reference.

Item 8.01 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensation Arrangement of Certain Officers.

Press release regarding change of Officers

On March 12, 2019, the Company issued a press release relating to the above-listed changes in its officers. A copy of the press release is furnished as Exhibit 99.4 hereto.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

The following are filed as Exhibits to this Current Report on Form 8-K:

Exhibit No.	Description
10.1	Employment Agreement, dated March 11, 2019, between ZAGG Inc and Taylor Smith
10.2	Change of Control Agreement, dated March 11, 2019, between ZAGG Inc and Taylor Smith
99.1	Supplemental Financial Information - Financial Tables for the Year Ended December 31, 2018
99.2	Results of Operations Press Release dated March 12, 2019
99.3	Supplemental Financial Information - CFO Commentary on the Fourth Quarter 2018 Financial Results
99.4	Change of Officers Press Release dated March 12, 2019

The information contained or referenced in Item 2.02 of this Current Report on Form 8-K, including Exhibits 99.1, 99.2, and 99.3 shall not be deemed to be “filed” for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section, nor shall they be deemed incorporated by reference in any registration statement or other filing under the Securities Act of 1933, as amended, except as shall be expressly set forth by specific reference in any such filing.

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.

ZAGG INC

Dated: March 12, 2019

/s/ Bradley J. Holiday

Bradley J. Holiday
Chief Financial Officer
(Principal financial officer)

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Section 2: EX-10.1 (EXHIBIT 10.1)

March 11, 2019
Mr. Taylor Smith
Zagg Inc
910 W Legacy Center Way, Suite 500
Midvale, Utah 84047

Re: Employment Agreement

Dear Taylor:

This letter agreement (“Agreement”) sets forth the terms of your employment with ZAGG Inc, a Delaware corporation (“ZAGG” or the “Company”), effective as of March 31, 2019 (the “Effective Date”). This Agreement amends and restates in its entirety any prior employment understanding or agreement between you and the Company or any other entity which is controlled by the Company (each an “Affiliate”).

1. Position and Duties. You shall be employed by the Company as the CFO of ZAGG. In such position, you have the duties and authority consistent with the duties and authority of a CFO of a public company in the mobile accessories industry of a size comparable to ZAGG. In addition, you may be asked from time to time to serve as a manager, director or officer of one or more of the Company’s Affiliates, without further compensation. Your employment with the Company shall be on the terms and conditions set forth in this Agreement, and you agree to devote your

full business time, judgment, energy and skill exclusively to the advancement of the business interests of the Company and its Affiliates and to fully discharge your duties and responsibilities for them. You shall report directly to the Company's CEO. Your principal place of employment will be at the Company's headquarters in or around Midvale, Utah.

2. Term of Employment. Your employment at the Company commenced as of the date of your hire (the "Hiring Date"). Your employment has remained and shall remain "at-will" and either you or the Company may terminate your employment at any time, with or without cause, subject to the provisions of Paragraphs 4, 5 and 6 below.

3. Compensation. The Compensation Addendum attached hereto as Exhibit A describes certain components of your compensation for the 2019 fiscal year. Annually thereafter during the term of your employment you will be provided with a new Compensation Addendum which will set forth the elements of your compensation for the applicable fiscal year as approved by the Compensation Committee of the Board of Directors of the Company. After you receive and sign or otherwise agree to, including by continuing your employment with the Company, the compensation terms set forth in such subsequent versions of the Compensation Addendum, such terms shall be deemed incorporated herein by reference. You will be compensated for your services to the Company and its Affiliates, subject to your full performance of your obligations hereunder, as described in the applicable Compensation Addendum, as follows:

(a) Base Salary: Your annual base salary ("Base Salary") is set forth in the Compensation Addendum and is prorated for any partial calendar year.

(b) Target Performance Cash Potential (STI): Your Target Performance Cash Potential is described in the Compensation Addendum. Each calendar year, the Compensation Committee will determine whether to provide an annual Target Performance Cash Potential, the metrics which must be achieved to receive the Target Performance Cash Potential and the amounts to be paid in connection with the achievement or partial achievement of any Target Performance Cash Potential. Unless otherwise expressly set forth in the Compensation Addendum for any applicable fiscal year, (i) the earned portion of the Target Performance Cash Potential will be paid no more than 90 days after the close of the fiscal year, (ii) the Company reserves the right to amend, change, or cancel any Target Performance Cash Potential arrangement in its sole discretion and (iii) you must be employed through the date the Target Performance Cash Potential is paid in order to be eligible to receive it.

(c) Target Performance Equity Potential (LTI): Your Target Performance Equity Potential is described in the Compensation Addendum. Each calendar year, the Compensation Committee will determine whether to provide an annual Target Performance Equity Potential, the metrics which must be achieved for you to receive the Target Performance Equity Potential and the equity amount you will receive in connection with the achievement or partial achievement of any Target Performance Equity Potential. Unless otherwise expressly set forth in the Compensation Addendum for any applicable fiscal year, (i) the earned portion and/or vesting of any Target Performance Equity Potential for the fiscal year will be determined no more than 90 days after the close of that fiscal year, (ii) the Company reserves the right to amend, change, or cancel any Target Performance Cash Potential arrangement in its sole discretion and (iii) you must be employed through the date such Target Performance Equity Potential vests in order to be eligible to receive it.

(d) Other Compensation: Other types of cash or equity compensation (e.g., time-based stock grants) may, in the discretion of the Compensation Committee, be described in the Compensation Addendum. The metrics associated with earning the other compensation described in the Compensation Addendum, or greater or lesser amounts if any, shall be set forth in the applicable Compensation Addendum. Unless otherwise expressly set forth in the Compensation Addendum for any applicable fiscal year, you must be employed through the date such other compensation vests in order to be eligible to receive it.

(e) Benefits: You will have the right, on the same basis as other similarly-situated employees of the Company, to participate in and to receive benefits under any applicable medical, disability or other group insurance plans, as well as under the Company's business expense reimbursement and other employee benefit plans or policies, except to the extent that such plans are duplicative of benefits otherwise provided for in this Agreement. Your participation will be subject to the terms of the applicable plan documents and generally applicable Company policies, as the same may be in effect from time to time, and any other restrictions or limitations imposed by law, including without limitation, applicable tax rules. You will accrue paid vacation in accordance with the Company's vacation policy. The Company reserves the right to cancel or change the benefit plans and programs it offers to its employees at any time.

(f) Withholding: All payments made by the Company under this Agreement shall be reduced by any tax or other amounts required to be withheld by the Company under applicable law.

4. Voluntary Termination. In the event that you voluntarily resign from your employment with the Company or any of its Affiliates without Good Reason (as defined in Paragraph 5) or in the event that your employment terminates as a result of your death or Disability (as defined in Paragraph 6(c)), you will be entitled to no compensation or benefits from the Company other than those earned and vested under Paragraph 3 through the date of your termination. You agree that if you voluntarily terminate your employment with the Company without Good Reason, you will provide the Company with reasonable written notice of your resignation. The Company may, in its sole discretion, elect to waive all or any part of such notice period and accept your resignation at an earlier date.

5. Resignation for Good Reason. During the twelve (12) month period after the Effective Date, you may terminate your employment for Good Reason within thirty (30) days of the event constituting Good Reason by delivering to the Company a notice specifying that you are terminating your employment for Good Reason, setting forth in reasonable detail the facts and circumstances you claim give you Good Reason, and giving the Company thirty (30) days to cure the circumstances you claim give you Good Reason. If you deliver such a notice and the Company fails to cure the circumstances you claim give you Good Reason within thirty (30) days resulting in a Separation (as defined in Paragraph 6(c)) then the Company shall pay you the same Severance Pay (as defined below) and premiums to continue your group health insurance coverage under COBRA you would have received if your employment had been terminated without cause pursuant Paragraph 6(b) of this Agreement, *provided however*, that you must sign a general release of known and unknown claims in a form satisfactory to the Company in order to receive such severance. For purposes of this Agreement, "Good Reason" shall mean any of the following events if effected by the Company without your consent within twelve (12) months after the Effective Date: (i) a change in your position with the Company which materially diminishes your duties, responsibilities, or authority; (ii) a material diminution of your Base Salary; (iii) a relocation of your principal place of employment by more than forty (40) miles; (iv) a material breach of this Agreement by the Company which remains uncured after reasonable notice

and an opportunity to cure; or (v) the Company's failure to secure the written assumption of its material obligations under this Agreement from any successor to the Company.

6. Other Termination. Your employment may be terminated under the circumstances set forth below.

(a) Termination for Cause: If your employment is terminated by the Company for cause as defined below, you shall be entitled to no compensation or benefits from the Company other than those earned and vested under Paragraph 3 through the date of your termination for cause. For purposes of this Agreement, a termination "for cause" occurs if you are terminated for any of the following reasons: (i) theft, dishonesty or falsification of any employment or Company records; (ii) improper disclosure of the Company's confidential or proprietary information resulting in damage to the Company; (iii) any action or inaction by you which has a material detrimental effect on the Company's reputation or business; (iv) your failure or inability to perform any assigned duties after written notice from the Company to you of, and a reasonable opportunity to cure, such failure or inability; (v) your conviction (including any plea of guilty or no contest) of a felony, or of any other criminal act if that act impairs your ability to perform your duties under this Agreement or (vi) your failure to cooperate in good faith with a governmental or internal investigation of the Company or its directors, officers or employees, if the Company has requested your cooperation. For purposes of this Paragraph only, "Company" shall mean ZAGG and its Affiliates.

(b) Termination Without Cause: As indicated above, your employment by the Company is "at will." If a Separation occurs because your employment is terminated by the Company without cause (and not as a result of your death or Disability), and if you sign a general release of known and unknown claims in form satisfactory to the Company, you will receive Severance Pay. If your employment is terminated without cause you will receive severance pay in an amount equal to twelve (12) months of your Base Salary in effect on the date of Separation paid in accordance with the Company's normal payroll schedule after the date of your Separation ("Severance Pay") The Company will deliver the form of release to you within thirty (30) days after your Separation. You must execute and return the release within the period set forth in the prescribed form. The Severance Pay will commence on the first payroll period at least sixty (60) days after your termination of employment if you timely return the signed release. During the applicable severance period, the Company will also pay the premiums to continue your group health insurance coverage under COBRA if you are eligible for COBRA and have elected continuation coverage under the applicable rules. However, the Company's COBRA payment obligations shall immediately cease to the extent you become eligible for group health benefits from a subsequent employer.

(c) Definition of Separation. For purposes of this Agreement, "Separation" means a "separation from service," as defined in the regulations under Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"). For purposes of this Agreement, "Disability" means (i) your inability, by reason of physical or mental illness or other cause, to perform your duties hereunder on a full-time basis for a period of 90 days in any one year period, or (ii) in the discretion of the Board, as such term is defined in any disability insurance policy in effect at the Company during the time in question.

(d) Commencement of Payments. For purposes of Section 409A of the Code, each salary continuation payment under Paragraph 5 or 6(b) above is hereby designated as a separate payment. If the Company determines that you are a "specified employee" under Section 409A(a)(2)(B)(i) of the Code at the time of your Separation, then (i) the salary continuation payments under Paragraph 5 or 6(b) above, to the extent that they are subject to Section 409A of the Code, will commence during the seventh month after your Separation and (ii) the installments that otherwise would have been paid during the first six months after your Separation will be paid in a lump sum when the salary continuation payments commence.

(e) Change of Control Addendum. The Change of Control Addendum attached as Exhibit B hereto is hereby incorporated by reference into this Agreement.

7. Confidential and Proprietary Information. As a condition of your continued employment, you must sign the current version of the ZAGG Confidentiality, Non-Competition and Inventions Agreement, a copy of which is attached to this Agreement, governing non-competition, employee confidentiality, and assignment of inventions agreement.

8. Severability. If any provision of this Agreement is deemed invalid, illegal or unenforceable, such provision shall be modified so as to make it valid, legal and enforceable, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected.

9. Assignment. In view of the personal nature of the services to be performed under this Agreement by you, you cannot assign or transfer any of your obligations under this Agreement.

10. Entire Agreement. This Agreement and the agreements referred to above constitute the entire agreement between you and the Company regarding the terms and conditions of your employment, and they supersede all prior negotiations, representations or agreements between you and the Company regarding your employment, whether written or oral.

11. Modification. This Agreement may only be modified or amended by a supplemental written agreement signed by you and an authorized representative of the Company.

12. Governing Law. This Agreement, and all matters relating hereto, including any matter or dispute arising out of the Agreement, shall be interpreted, governed, and enforced according to the laws of the State of Utah, without regard to conflict of laws principals.

13. Dispute Resolution. All disputes and controversies arising out of or in connection with this Agreement, or your employment with the Company shall be resolved exclusively by the state and federal courts located in Salt Lake County in the State of Utah, and each party hereto agrees to submit to the jurisdiction of said courts and agrees that venue shall lie exclusively with such courts. Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection which such party may raise now, or hereafter have, to the laying of the venue of any such suit, action or proceeding brought in such a court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum. Each party agrees that, to the fullest extent permitted by applicable law, a final judgment in any such suit, action, or proceeding brought in such a court shall be conclusive and binding upon such party, and may be enforced in any court of the jurisdiction in which such party is or may be subject by a suit upon such judgment.

14. Waiver of Jury Trial. TO THE EXTENT PERMITTED BY LAW, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR EMPLOYMENT BY THE COMPANY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR PARTIES, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. EACH PARTY HEREBY AGREES THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS PARAGRAPH AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT, OR ANY PROVISION HEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT.

15. Attorneys' Fees. The prevailing party in any arbitration, court action or other adjudicative proceeding arising out of or relating to this Agreement or your employment with the Company shall be reimbursed by the party who does not prevail for the prevailing party's reasonable attorneys', accountants', and experts' fees and for the costs of such proceeding(s). The provisions set forth in this Paragraph shall survive the merger of these provisions into any judgment.

16. Paragraph Headings. The paragraph headings of this Agreement are inserted only for convenience and in no way define, limit, or describe the scope or intent of this Agreement nor affect its terms and provisions.

17. Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement and no provision of this Agreement shall be construed against either party as the drafter thereof. This

Agreement is intended to be written, administered, interpreted, and construed in a manner such that no payment or benefits provided under the Agreement become subject to (i) the gross income inclusion set forth within Section 409A(a)(1)(A) of the Code, or (ii) the interest and additional tax set forth within Section 409A(a)(1)(B) of the Code (collectively, "Section 409A Penalties"), including, where appropriate, the construction of defined terms to have meanings that would not cause the imposition of Section 409A Penalties.

18. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement, but all of which together shall constitute one and the same instrument.

19. Indemnification. Concurrent with the execution and delivery of this Agreement, you and the Company will enter into an Indemnity Agreement

20. Entire Agreement. This Agreement is intended to be the final, complete, and exclusive statement of the terms of the parties' agreement regarding the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous statements or agreements, except for agreements specifically referenced herein. To the extent that the terms of any prior agreement between the parties are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

21. ACKNOWLEDGEMENT. YOU HAVE HAD THE OPPORTUNITY TO CONSULT LEGAL COUNSEL CONCERNING THIS AGREEMENT AND HAVE OBTAINED AND CONSIDERED THE ADVICE OF SUCH LEGAL COUNSEL TO THE EXTENT YOU DEEM NECESSARY OR APPROPRIATE. YOU HAVE READ AND UNDERSTAND THE AGREEMENT, ARE FULLY AWARE OF ITS LEGAL EFFECT, AND HAVE ENTERED INTO IT FREELY BASED ON YOUR OWN JUDGMENT AND NOT BASED ON ANY REPRESENTATIONS OR PROMISES OTHER THAN THOSE CONTAINED IN THIS AGREEMENT.

Please sign and date this letter on the spaces provided below to acknowledge your acceptance of the terms of this Agreement.

ZAGG INC

By: /s/ Chris Ahern

Chris Ahern

Title: Chief Executive Officer

Accepted and agreed this 11th day of March, 2019:

/s/ Taylor Smith

Taylor Smith

**EXHIBIT A
COMPENSATION ADDENDUM**

2019 Compensation Addendum - Taylor Smith

	<u>2019</u>
Base Salary	\$280,000
Target Performance Cash Potential (STI)	\$84,000
Target Performance Equity Potential (LTI)	\$200,000
	(earned on 2019 performance and subject to three-year vesting)

/s/ Taylor Smith

Taylor Smith

Date: March 11, 2019

EXHIBIT B
CHANGE OF CONTROL ADDENDUM

(as attached)

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Section 3: EX-10.2 (EXHIBIT 10.2)

CHANGE OF CONTROL ADDENDUM TO THE EMPLOYMENT AGREEMENT

THIS CHANGE OF CONTROL ADDENDUM TO THE EMPLOYMENT AGREEMENT, dated March 11, 2019 (the "Addendum"), is by and between ZAGG Inc, a Delaware corporation (the "Company"), and Taylor Smith ("Executive" or "you").

A. The Company and Executive entered into that certain Employment Agreement effective as of March 31, 2019, pursuant to which the Company employed Executive as its Chief Financial Officer (the "Agreement"). Except as otherwise provided in this Addendum, all capitalized terms used but not defined in this Addendum shall have the meanings given to them in the Agreement; and

B. The Company and Executive desire to amend and supplement the Agreement as provided herein.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Addition of Change of Control Addendum. The Change of Control Addendum set forth below is hereby incorporated into the Agreement and shall be attached thereto as Exhibit B.

CHANGE OF CONTROL ADDENDUM

Notwithstanding any other provision contained herein, if your employment hereunder is terminated for Good Reason or by the Company without Cause (other than on the account of your death or Disability), in each case within twelve (12) months following a Change of Control (as defined below), you shall be entitled to receive, subject to your execution of a general release of known and unknown claims in a form satisfactory to the Company, severance payments equal to your current compensation, less applicable withholding, for twelve (12) months after the date of your separation (the "Severance Pay"). Your "current compensation" shall mean the sum of your Base Salary plus your annual targeted cash bonus in effect for the year of your termination. Subject to the terms of the second following paragraph regarding "specified employees," the Severance Pay will commence on the first payroll date at least sixty (60) days after your termination of employment if you timely return the executed release and shall be paid bi-weekly in accordance with the Company's normal payroll practices. The vesting and exercisability of each option granted to you by the Company (or of any property received by you in exchange for such options in a Change of Control) and the vesting, exercisability or settlement of any other equity awards granted to you by the Company, shall be automatically accelerated in full. During the severance period of twelve (12) months, the Company will also pay the premiums to continue your group health insurance coverage under COBRA if you are eligible for COBRA and have elected continuation coverage under the applicable rules. However, the Company's COBRA payment obligations shall immediately cease to the extent you become eligible for substantially equivalent health insurance coverage from a subsequent employer.

For avoidance of doubt, if your employment is terminated for Good Reason within 12 months following a Change of Control, you will not be eligible for the benefits described in Section 5 of the Agreement in addition to the benefits provided under this Addendum. Further, if your employment is terminated without Cause within 12 months following a Change of Control, you will not be eligible for the benefits described in Section 6(b) of the Agreement in addition to the benefits provided under this Addendum.

For purposes of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), each Severance Payment under this Change of Control Addendum is hereby designated as a separate payment. If the Company determines that you are a "specified employee" under Section 409A(a)(2)(B)(i) of the Code at the time of your Separation, then (i) the Severance Payments, to the extent that they are subject to Section 409A of the Code, will commence during the seventh month after your Separation and (ii) the installments that otherwise would have been paid during the first six months after your Separation will be paid in a lump sum when the Severance Payments commence.

For purposes of this Addendum, “Change of Control” shall mean the occurrence of any of the following:

(i) one person (or more than one person acting as a group) acquires ownership of stock of the Company that, together with the stock held by such person or group, constitutes more than 50% of the total fair market value or total voting power of the stock of the Company; provided that, a Change of Control shall not occur if any person (or more than one person acting as a group) owns more than 50% of the total fair market value or total voting power of the Company’s stock and acquires additional stock;

(ii) one person (or more than one person acting as a group) acquires (or has acquired during the twelve-month period ending on the date of the most recent acquisition) ownership of the Company’s stock possessing 30% or more of the total voting power of the stock of the Company;

(iii) a majority of the members of the Board of Directors of the Company are replaced during any twelve-month period by directors whose appointment or election is not endorsed by a majority of the Board of Directors of the Company before the date of such appointment or election; or

(iv) the complete liquidation of the Company or the sale or other disposition by the Company of all or substantially all of the Company’s assets.

2. Agreement Affirmed. As modified hereby, the Agreement is hereby affirmed and deemed to continue in full force and effect.

3. Counterparts. This Addendum may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. This Addendum may be executed and delivered by facsimile, or by email in portable document format (.pdf) and delivery of the executed signature page by such method will be deemed to have the same effect as if the original signature had been delivered to other the party.

IN WITNESS WHEREOF, the parties have executed this Change of Control Addendum to the Employment Agreement as of the date above written.

“COMPANY”

ZAGG Inc

By: /s/ Chris Ahern

Chris Ahern

Title: Chief Executive Officer

“EXECUTIVE”

/s/ Taylor Smith

Taylor Smith

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Section 4: EX-99.1 (EXHIBIT 99.1)

ZAGG INC AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(in thousands, except par value)
(Unaudited)

	As of December 31,	
	2018	2017
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 15,793	\$ 24,989
Accounts receivable, net of allowances of \$885 and \$734	156,667	123,220
Income tax receivable	375	—
Inventories	82,919	75,046
Prepaid expenses and other current assets	5,473	4,547
Total current assets	261,227	227,802
Property and equipment, net of accumulated depreciation of \$11,844 and \$12,540	16,118	13,444
Intangible assets, net of accumulated amortization of \$78,627 and \$66,639	52,054	39,244
Deferred income tax assets	19,403	24,403
Goodwill	27,638	12,272
Other assets	1,571	3,426
Total assets	\$ 378,011	\$ 320,591
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 80,908	\$ 96,472
Income tax payable	—	2,052
Sales returns liability	54,432	34,536
Accrued wages and wage related expenses	6,624	5,652
Accrued liabilities	13,723	8,168
Deferred revenue	—	315
Line of credit	—	23,475
Current portion of long-term debt, net of deferred loan costs of \$0 and \$141	—	13,922
Total current liabilities	155,687	184,592
Line of credit	58,363	—
Other long-term liabilities	5,470	—
Total liabilities	219,520	184,592
Commitments and contingencies		
Stockholders' equity:		
Common stock, \$0.001 par value; 100,000 shares authorized; 34,457 and 34,104 shares issued	34	34
Treasury stock, 6,983 and 6,065 common shares, at cost	(49,733)	(37,637)
Additional paid-in capital	96,486	96,145
Accumulated other comprehensive loss	(1,410)	(348)
Retained earnings	113,114	77,805
Total stockholders' equity	158,491	135,999
Total liabilities and stockholders' equity	\$ 378,011	\$ 320,591

ZAGG INC AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS
(in thousands, except per share amounts)
(Unaudited)

	For the Three Months Ended December 31,		For the Years Ended December 31,	
	2018	2017	2018	2017
Net sales	\$ 166,513	\$ 176,924	\$ 538,231	\$ 519,495
Cost of sales	108,062	120,748	352,358	350,497
Gross profit	58,451	56,176	185,873	168,998
Operating expenses:				
Advertising and marketing	3,672	3,399	11,994	11,101
Selling, general and administrative	29,931	26,671	108,623	105,398
Gain on disputed mophie purchase price	—	(6,967)	—	(6,967)
Transaction costs	1,042	114	1,678	725
Impairment of intangible asset	—	—	—	1,959
Amortization of long-lived intangibles	3,478	3,007	11,882	12,047
Total operating expenses	38,123	26,224	134,177	124,263
Income from operations	20,328	29,952	51,696	44,735
Other (expense) income:				
Interest expense	(552)	(555)	(1,684)	(2,081)
Other (expense) income	(120)	633	(483)	698
Total other (expense) income	(672)	78	(2,167)	(1,383)
Income before provision for income taxes	19,656	30,030	49,529	43,352
Income tax provision	(5,337)	(21,971)	(10,340)	(28,252)
Net income	\$ 14,319	\$ 8,059	\$ 39,189	\$ 15,100
Earnings per share attributable to stockholders:				
Basic earnings per share	\$ 0.52	\$ 0.29	\$ 1.40	\$ 0.54
Diluted earnings per share	\$ 0.52	\$ 0.28	\$ 1.38	\$ 0.53

ZAGG INC AND SUBSIDIARIES
RECONCILIATION OF NON-U.S. GAAP FINANCIAL INFORMATION TO U.S. GAAP
(in thousands)
(Unaudited)

UNAUDITED SUPPLEMENTAL DATA

The following are not financial measures under United States (“U.S.”) generally accepted accounting principles (“U.S. GAAP”). In addition, these measures should not be construed as alternatives to any other measures of performance determined in accordance with U.S. GAAP, or as indicators of our operating performance, liquidity or cash flows generated by operating, investing and financing activities as there may be significant factors or trends that they fail to address. We present this financial information because we believe that it is helpful to some investors as measures of our operations. We caution investors that non-U.S. GAAP financial information, by its nature, departs from traditional accounting conventions; accordingly, its use can make it difficult to compare our results with our results from other reporting periods and with the results of other companies.

Adjusted EBITDA Reconciliation	For the Three Months Ended December 31,		For the Years Ended December 31,	
	2018	2017	2018	2017
Net income in accordance with U.S. GAAP	\$ 14,319	\$ 8,059	\$ 39,189	\$ 15,100
Adjustments:				
a. Stock-based compensation expense	844	1,067	3,009	3,602
b. Depreciation and amortization	4,959	5,382	18,288	21,888
c. Impairment of intangible asset	—	—	—	1,959
d. Other expense (income), net	672	(76)	2,167	1,383
e. Inventory step up expense	108	—	179	—
f. Transaction costs	1,042	(611)	1,678	—
g. mophie restructuring charges	—	—	—	437
h. mophie employee retention bonus	—	—	—	346
i. BRAVEN employee retention bonus	77	—	77	—
j. CFO retention bonus	366	—	366	—
k. CEO signing bonus	400	—	400	—
l. Consulting fees to former CEO	—	—	700	—
m. Income tax provision	5,337	21,971	10,340	28,252
Total Adjustments	13,805	27,733	37,204	57,867
Adjusted EBITDA	\$ 28,124	\$ 35,792	\$ 76,393	\$ 72,967

Diluted Operating Earnings per Share Reconciliation	For the Three Months Ended December 31,		For the Years Ended December 31,	
	2018	2017	2018	2017
Net income in accordance with U.S. GAAP	\$ 14,319	\$ 8,059	\$ 39,189	\$ 15,100
Adjustments:				
a. Amortization expense related to acquisitions of BRAVEN and Gear4	705	—	792	—
b. Transaction costs related to acquisitions of BRAVEN, Gear4 and HALO	1,042	—	1,678	—
c. Inventory step-up amortization related to acquisitions of BRAVEN and Gear4	108	—	179	—
Total adjustments before tax	1,855	—	2,649	—
Tax effect ¹	(502)	—	(716)	—
Adjustments, net of tax	1,353	—	1,933	—
Adjusted net income	15,672	8,059	41,122	15,100
Diluted shares outstanding	28,258	28,781	28,500	28,407
Diluted operating earnings per share	\$ 0.55	\$ 0.28	\$ 1.44	\$ 0.53

¹ Income tax effect calculated using the 2018 statutory rate of 27.04%

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Section 5: EX-99.2 (EXHIBIT 99.2)

March 12, 2019

ZAGG Reports Fourth Quarter and Full Year 2018 Results

Board of Directors Approves New \$20 Million Share Repurchase Authorization

SALT LAKE CITY, March 12, 2019 (GLOBE NEWSWIRE) – ZAGG Inc (Nasdaq: ZAGG), a leading global mobile lifestyle company, today announced financial results for the fourth quarter and year ended December 31, 2018.

Fourth Quarter 2018 Highlights (Comparisons versus Fourth Quarter 2017)

- Net sales of \$166.5 million compared to \$176.9 million
- Gross profit of 35% compared to 32%
- Net income of \$14.3 million compared to \$8.1 million
- Diluted earnings per share of \$0.52 compared to \$0.28
- Adjusted EBITDA of \$28.1 million compared to \$35.8 million

2018 Full Year Highlights (Comparisons versus Full Year 2017)

- Net sales of \$538.2 million compared to \$519.5 million
- Gross profit of 35% compared to 33%
- Net income of \$39.2 million compared to \$15.1 million
- Diluted earnings per share of \$1.38 compared to \$0.53

- Adjusted EBITDA of \$76.4 million compared to \$73.0 million
- Acquired BRAVEN Audio and Gear4

Chris Ahern, chief executive officer, commented, “Our fourth quarter performance was shaped by results from our core business that were generally in-line with our expectations coupled with incremental revenue, expenses and transaction costs associated with our acquisition of Gear4. While soft demand for smartphone devices has created some headwinds for our business, we were able to increase screen protection sales double digits through new product innovation, strong international growth and some domestic retailer requests for early deliveries ahead of a potential tariff increase. As expected, fourth quarter power sales were down as we lapped the launch and sell-in of our initial wireless charge pad a year ago combined with the impact on juice pack demand from the previously discussed delay in made for iPhone certification.”

“Despite certain challenges, we delivered record sales and profitability in 2018,” continued Mr. Ahern. “We also executed three strategic acquisitions that diversify our business and represent compelling growth vehicles for the future. With our expanding portfolio of authentic brands, robust product innovation teams, and network of leading retail partners, we have created a powerful platform to capture additional share of the multi-billion dollar mobile accessories market. In 2019, we plan to invest in additional programs to ensure the Company is best positioned to capitalize on the numerous opportunities we believe exist for ZAGG, including investment to drive growth from our recent acquisitions. I am confident in the course we have set for achieving our long-term goal of \$1 billion in annual sales and mid-teens Adjusted EBITDA margins.”

Fourth Quarter 2018 Results (in millions, except per share amounts)

	For the Three Months Ended	
	December 31, 2018	December 31, 2017
Net sales	\$ 166.5	\$ 176.9
Gross profit	\$ 58.5	\$ 56.2
Gross profit margin	35 %	32 %
Net income	\$ 14.3	\$ 8.1
Diluted earnings per share	\$ 0.52	\$ 0.28
Diluted operating earnings per share ¹	\$ 0.55	\$ 0.28
Adjusted EBITDA	\$ 28.1	\$ 35.8

¹ “Diluted operating earnings per share” excludes the impact of transaction-related expenses incurred for the BRAVEN and Gear4 acquisitions in 2018 and HALO acquisition in 2019, including the following charges: transaction costs, inventory step-up, and amortization expense. See further discussion below under “About Non-GAAP Financial Information”.

Net sales decreased 6% to \$166.5 million, compared to \$176.9 million. The decrease in net sales was primarily attributable to (1) decreased sales of wireless charging accessories due to challenging sell-in comparisons from the initial product launch last year, and (2) a decrease in sales of power cases. These decreases were partially offset by increased sales of screen protection products driven by the new iPhone® launch as well as the introduction of the Glass + VisionGuard® screen protection products.

Gross profit was \$58.5 million (35% of net sales) compared to \$56.2 million (32% of net sales). The increase in gross profit margin was primarily attributable to the mix of screen protection products, our highest margin product category, which increased to 57% of net sales during the three months ended December 31, 2017 compared to 39% of net sales in the same period last year.

Operating expenses increased 45% to \$38.1 million (23% of net sales) compared to \$26.2 million (15% of net sales). The increase in operating expenses was primarily attributable to (1) a \$7.0 million gain recorded in the year ago period associated with the settlement of litigation related to the disputed mophie purchase price, (2) additional selling, general and administrative expense associated with the newly acquired BRAVEN and Gear4 businesses, (3) transaction costs incurred in connection with the acquisition of Gear4 in November 2018 and HALO in January 2019, and (4) higher amortization of long-lived intangibles related to the BRAVEN and Gear4 acquisitions. These increases were partially offset by a decrease in depreciation expense resulting from lower carrying amounts of property and equipment during the three months ended December 31, 2018.

Net income increased 78% to \$14.3 million compared to \$8.1 million. Diluted earnings per share increased 86% to \$0.52 (on 28.3 million shares) compared to \$0.28 (on 28.8 million shares). The fourth quarter of 2017 included a primarily non-cash charge of \$12.4 million to income tax expense to reflect (1) the re-measurement of deferred tax assets utilizing the lower federal income tax rate and (2) the tax on mandatory deemed repatriation of foreign earnings following the passage of the Tax Cuts and Jobs Act in December 2017. Excluding the impact of tax reform, fourth quarter 2017 net income was \$20.5 million and diluted earnings per share was \$0.71.

Adjusted EBITDA was \$28.1 million compared to \$35.8 million.

Full Year 2018 Results (in millions, except per share amounts)

	For the Years Ended	
	December 31, 2018	December 31, 2017

Net sales	\$	538.2	\$	519.5
Gross profit	\$	185.9	\$	169.0
Gross profit margin		35 %		33 %
Net income	\$	39.2	\$	15.1
Diluted earnings per share	\$	1.38	\$	0.53
Diluted operating earnings per share¹	\$	1.44	\$	0.53
Adjusted EBITDA	\$	76.4	\$	73.0

¹ “Diluted operating earnings per share” excludes the impact of transaction-related expenses incurred for the BRAVEN and Gear4 acquisitions in 2018 and HALO acquisition in 2019, including the following charges: transaction costs, inventory step-up, and amortization expense. See further discussion below under “About Non-GAAP Financial Information”.

Net sales increased 4% to \$538.2 million, compared to \$519.5 million. The increase in net sales was primarily attributable to (1) increases in screen protection products driven by the new iPhone launch as well as the introduction of the Glass + VisionGuard screen protection products, and (2) the increase in sales of our power management products, specifically related to wireless charging accessories. These increases were partially offset by a decrease in sales of power cases.

Gross profit increased 10% to \$185.9 million (35% of net sales) compared to \$169.0 million (33% of net sales). The increase in gross profit margin was primarily attributable to the mix of screen protection products, our highest margin product category, which increased to approximately 57% of net sales for the year ended December 31, 2018 compared to approximately 48% of net sales for the year ended December 31, 2017.

Operating expenses increased 8% to \$134.2 million (25% of net sales) compared to \$124.3 million (24% of net sales). The increase was primarily attributable to (1) a \$7.0 million gain recorded in the year ago period associated with the settlement of litigation related to the disputed mophie purchase price, (2) increases in headcount to support additional growth of the Company, (3) additional selling, general and administrative expense associated with the newly acquired BRAVEN and Gear4 businesses, and (4) transaction costs incurred in connection with the acquisition of BRAVEN and Gear4 in 2018, and HALO in January 2019. These increases were partially offset by (1) a decrease in depreciation expense, (2) a \$2.0 million charge in 2017 related to the impairment of a patent that did not recur in 2018, and (3) operating expense synergies realized related to the mophie integration.

Net income increased 160% to \$39.2 million compared to net income of \$15.1 million. Diluted earnings per share increased 160% to \$1.38 (on 28.5 million shares) compared to \$0.53 (on 28.4 million shares). The fourth quarter of 2017 included a primarily non-cash charge of \$12.4 million to income tax expense to reflect (1) the re-measurement of deferred tax assets utilizing the lower federal income tax rate and (2) the tax on mandatory deemed repatriation of foreign earnings following the passage of the Tax Cuts and Jobs Act in December 2017. Excluding the impact of tax reform, 2017 net income was \$27.5 million and diluted earnings per share was \$0.97.

Adjusted EBITDA increased 5% to \$76.4 million compared to \$73.0 million.

Acquisitions

During 2018 and early January 2019, the Company acquired three additional brands to strengthen its leadership position in mobile lifestyle:

- In July 2018, the Company purchased BRAVEN, the creator of the rugged Bluetooth audio category, for cash consideration of approximately \$4.5 million.
- In November 2018, the Company purchased Gear4, the U.K.'s number one smartphone case brand, for a combination of cash and stock consideration valued at approximately \$39.8 million.
- In January 2019, the Company purchased HALO, a leading direct-to-consumer accessories company with a strong relationship with QVC, for a combination of cash and stock consideration totaling approximately \$43.0 million.

The addition of these three brands provides the Company with increased diversification and an innovative product portfolio in the growing product categories of Bluetooth audio, rugged cases, and portable power. The Company expects to grow sales and profitability over the next several years by taking these brands to its current retail distribution network and further investing in the direct-to-consumer channel.

Share Repurchase Authorization

On March 11, 2019, the Board of Directors approved a new \$20.0 million share repurchase authorization. This authorization replaces the \$20.0 million share repurchase authorization the Board approved during the fourth quarter of 2015, which had approximately \$5.5 million remaining at the end of 2018.

2019 Business Outlook

For the full year 2019, the Company currently expects the following:

- Net sales of \$610 to \$630 million
- Gross profit margin as a percentage of net sales in the mid 30's range

- Adjusted EBITDA of \$82 to \$86 million
- Diluted Operating Earnings Per Share of \$1.47 to \$1.60

Impact of 2017 Tax Reform Bill

During the fourth quarter of 2017, the United States Government passed the Tax Cuts and Jobs Act (the “Act”), which enacted significant changes to the United States’ federal tax code, including a reduction in the federal income tax rate for corporations from 35% to 21%. As of December 31, 2017, Management recorded a primarily non-cash charge of \$12.4 million to income tax expense primarily to reflect (1) the re-measurement of deferred tax assets utilizing the lower federal income tax rate and (2) the tax on mandatory deemed repatriation of foreign earnings.

The impact of this \$12.4 million charge on the income tax rate, net income, and earnings per share for the three and twelve months ended December 31, 2017, is illustrated in the table below (amounts in millions, except per share data):

	Three Months Ended December 31, 2017	Twelve Months Ended December 31, 2017
<i>(in millions, except per share amounts)</i>		
Income before provision for income taxes	\$ 30.0	\$ 43.4
Tax provision before impact of tax reform	\$ (9.5)	\$ (15.9)
Net income before impact of tax reform	\$ 20.5	\$ 27.5
Diluted earnings per share before impact of tax reform	\$ 0.71	\$ 0.97
Effective income tax rate before impact of tax reform	32 %	37 %
Tax provision attributable to tax reform	\$ (12.4)	\$ (12.4)
Net income	\$ 8.1	\$ 15.1
Diluted earnings per share	\$ 0.28	\$ 0.53
Effective income tax rate	73 %	65 %

Conference Call

A conference call will be held today, March 12, 2019, at 5:00 p.m. Eastern to review these results. Interested parties may access via the Internet on the Company’s website at: investors.zagg.com (the URLs are included here in this exhibit as inactive textual references and information contained on, or accessible through, our websites is not a part of, and is not incorporated by reference into, this report).

About Non-GAAP Financial Information

This press release includes Adjusted EBITDA, Diluted Operating Earnings Per Share, and 2017 net income and diluted earnings per share before impact of tax reform, all of which are non-GAAP financial measures. Readers are cautioned that (1) Adjusted EBITDA (earnings before interest, taxes, depreciation, amortization, stock-based compensation expense, other expense, transaction costs, mophie restructuring charges, mophie employee retention bonus, consulting fee to former CEO, inventory step-up amount in conjunction with the BRAVEN and Gear4 acquisitions, CEO signing bonus, CFO retention bonus, and impairment of intangible asset), (2) Diluted Operating Earnings Per Share (diluted earnings per share excluding the impact of transaction costs, inventory step-up, and amortization expense – all in conjunction with the BRAVEN, Gear4 and HALO acquisitions), and (3) 2017 net income and diluted earnings per share before impact of tax reform (2017 net income and diluted earnings per share excluding the impact of 2017 income tax reform) are not financial measure under U.S. generally accepted accounting principles (“GAAP”). In addition, this financial information should not be construed as an alternative to any other measure of performance determined in accordance with GAAP, or as an indicator of operating performance, liquidity or cash flows generated by operating, investing and financing activities, as there may be significant factors or trends that it fails to address. As such, it should be read only in conjunction with our consolidated financial statements prepared in accordance with GAAP. We present Adjusted EBITDA, Diluted Operating Earnings Per Share, and 2017 net income and diluted earnings per share before the impact of tax reform because we believe that these measures are helpful to some investors as a measure of performance and to normalize the impact of acquisitions or 2017 tax reform. We caution readers that non-GAAP financial information, by its nature, departs from traditional accounting conventions. Accordingly, its use can make it difficult to compare current results with results from other reporting periods and with the financial results of other companies. We have provided a reconciliation of Adjusted EBITDA and Diluted Operating Earnings Per Share to the most directly comparable GAAP measures in the supplemental financial information attached to this press release. The reconciliation of 2017 net income and diluted earnings per share before the impact of tax reform is provided in this press release.

Cautionary Note Regarding Forward-Looking Statements

This press release contains (and oral communications made by us may contain) “forward-looking statements” within the meaning of the safe harbor provisions of the U.S. Private Securities Litigation Reform Act of 1995. Forward-looking statements can be identified by words such as “anticipate,” “believe,” “estimate,” “expect,” “intend,” “plan,” “predict,” “project,” “target,” “future,” “seek,” “likely,” “strategy,” “may,” “should,” “will” and similar references to future periods. Examples of forward-looking statements include, among others, statements we make regarding our outlook for the Company and statements that estimate or project future results of operations or the performance of the Company.

Forward-looking statements are neither historical facts nor assurances of future performance. Instead, they are based only on our current beliefs,

expectations and assumptions regarding the future of our business, future plans and strategies, projections, anticipated events and trends, the economy and other future conditions. Because forward-looking statements relate to the future, they are subject to inherent uncertainties, risks and changes in circumstances that are difficult to predict and many of which are outside of our control.

Our actual results and financial condition may differ materially from those indicated in the forward-looking statements. Therefore, you should not rely on any of these forward-looking statements. Important factors that could cause our actual results and financial condition to differ materially from those indicated in the forward-looking statements include, among others, the following:

- a the ability to design, produce, and distribute the creative product solutions required to retain existing customers and to attract new customers;
- b building and maintaining marketing and distribution functions sufficient to gain meaningful international market share for our products;
- c the ability to respond quickly with appropriate products after the adoption and introduction of new mobile devices by major manufacturers like Apple®, Samsung®, and Google®;
- d changes or delays in announced launch schedules for (or recalls or withdrawals of) new mobile devices by major manufacturers like Apple, Samsung, and Google;
- e the ability to successfully integrate new operations or acquisitions;
- f the impacts of inconsistent quality or reliability of new product offerings;
- g the impacts of lower profit margins in certain new and existing product categories, including certain mophie products;
- h the impacts of changes in economic conditions, including on customer demand;
- i managing inventory in light of constantly shifting consumer demand;
- j the failure of information systems or technology solutions or the failure to secure information system data, failure to comply with privacy laws, security breaches, or the effect on the Company from cyber-attacks, terrorist incidents or the threat of terrorist incidents;
- k changes in US and international trade policy and tariffs, including the possible effect of recent US tariff proposals on select materials used in the manufacture of products sold by the Company which are sourced from China;
- l adoption of or changes in accounting policies, principles, or estimates; and
- m changes in the law, economic and financial conditions, including the effect of enactment of US tax reform or other tax law changes.

Any forward-looking statement made by us in this press release speaks only as of the date on which such statement is made. New factors emerge from time to time and it is not possible for management to predict all such factors, nor can it assess the impact of any such factor on the business or the extent to which any factor, or combination of factors, may cause results to differ materially from those contained in any forward-looking statement. Readers should also review the risks and uncertainties listed in our most recent Annual Report on Form 10-K and other reports we file with the U.S. Securities and Exchange Commission, including (but not limited to) Item 1A - "Risk Factors" in the Form 10-K and Management's Discussion and Analysis of Financial Condition and Results of Operations and the risks described therein from time to time. We undertake no obligation to publicly update any forward-looking statement, whether written or oral, that may be made from time to time, whether as a result of new information, future developments or otherwise. The forward-looking statements contained in this press release are intended to qualify for the safe harbor provisions of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended.

About ZAGG Inc

ZAGG Inc (NASDAQ:ZAGG) is a global leader in accessories and technologies that empower mobile lifestyles. The Company has an award-winning product portfolio that includes screen protection, mobile keyboards, power management solutions, social tech, and personal audio sold under the ZAGG®, mophie®, InvisibleShield®, IFROGZ®, BRAVEN®, Gear4® and HALO® brands. ZAGG has operations in the United States, Ireland, and China. ZAGG products are available worldwide, and can be found at leading retailers including Best Buy, Verizon, AT&T, Sprint, Walmart, Target, Walgreens and Amazon.com. For more information, please visit the Company's websites at www.ZAGG.com, www.mophie.com, www.Gear4.com, and www.HALO.com and follow us on Facebook, Twitter and Instagram.

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Section 6: EX-99.3 (EXHIBIT 99.3)

March 12, 2019

ZAGG Supplemental Financial Information - CFO Commentary

Document reference information

The commentary in this document can be referenced in the financial information found in the press release announcing the results of operations for the years ended December 31, 2018 and 2017, including certain supplemental financial information, issued earlier today. The release can be found at investors.ZAGG.com, or in the Form 8-K furnished to the Securities and Exchange Commission website at sec.gov (the URLs are included here in this exhibit as inactive textual references and information contained on, or accessible through, our websites is not a part of, and is not incorporated by reference into, this report).

Three Months Ended December 31, 2018 and 2017 Summary Results

(In millions, except per share amounts)

Summary of quarter-to-date financial results	For the Three Months Ended	
	December 31, 2018	December 31, 2017
Net sales	\$ 166.5	\$ 176.9
Gross profit	\$ 58.5	\$ 56.2
Gross profit margin	35 %	32 %
Net income	\$ 14.3	\$ 8.1
Diluted earnings per share	\$ 0.52	\$ 0.28
Diluted operating earnings per share ¹	\$ 0.55	\$ 0.28
Adjusted EBITDA	\$ 28.1	\$ 35.8
Diluted shares outstanding	28.3	28.8

¹ "Diluted operating earnings per share" excludes the impact of transaction-related expenses incurred for the BRAVEN and Gear4 acquisitions in 2018 and HALO acquisition in 2019, including the following charges: transaction costs, inventory step-up, and amortization expense. See further discussion below under "About Non-GAAP Financial Information."

Net sales by category	For the Three Months Ended			
	December 31, 2018		December 31, 2017	
	(%)	(\$)	(%)	(\$)
Screen protection	57 %	\$ 95.0	39 %	\$ 69.8
Power management	25 %	\$ 41.7	42 %	\$ 73.6
Power cases	7 %	\$ 11.4	9 %	\$ 15.5
Audio	5 %	\$ 7.8	5 %	\$ 8.0
Keyboards	4 %	\$ 6.8	4 %	\$ 7.8
Other	2 %	\$ 3.8	1 %	\$ 2.2

Net sales by channel	For the Three Months Ended			
	December 31, 2018		December 31, 2017	
	(%)	(\$)	(%)	(\$)
Indirect channel	91 %	\$ 151.7	90 %	\$ 159.5
Website	5 %	\$ 8.6	7 %	\$ 12.1
Franchisees	4 %	\$ 6.2	3 %	\$ 5.3

Net sales by region	For the Three Months Ended			
	December 31, 2018		December 31, 2017	
	(%)	(\$)	(%)	(\$)
Domestic	84 %	\$ 139.5	82 %	\$ 144.6
International	16 %	\$ 27.0	18 %	\$ 32.3

2018 Fourth Quarter Results Discussion

(All comparisons are 2018 consolidated versus 2017 consolidated, unless otherwise noted)

Net sales



Net sales for the three months ended December 31, 2018, were \$166.5 million, compared to net sales of \$176.9 million for the three months ended December 31, 2017, a decrease \$10.4 million, or approximately 6%. The \$10.4 million decrease in net sales was primarily attributable to (1) decreased sales of wireless charging accessories due to challenging sell-in comparisons from the initial product launch last year, and (2) a decrease in sales of power cases. These decreases were partially offset by increased sales of screen protection products driven by the new iPhone® launch as well as the introduction of the Glass + VisionGuard® screen protection product.

Gross profit

Gross profit for the three months ended December 31, 2018, was \$58.5 million, or approximately 35% of net sales, an increase of \$2.3 million or 4%, compared to gross profit of \$56.2 million, or approximately 32% of net sales for the three months ended December 31, 2017. The increase in gross profit margin was primarily attributable to the mix of screen protection products, our highest margin product category, which increased to approximately 57% of net sales compared to approximately 39% of net sales during the three months ended December 31, 2017.

Operating expenses

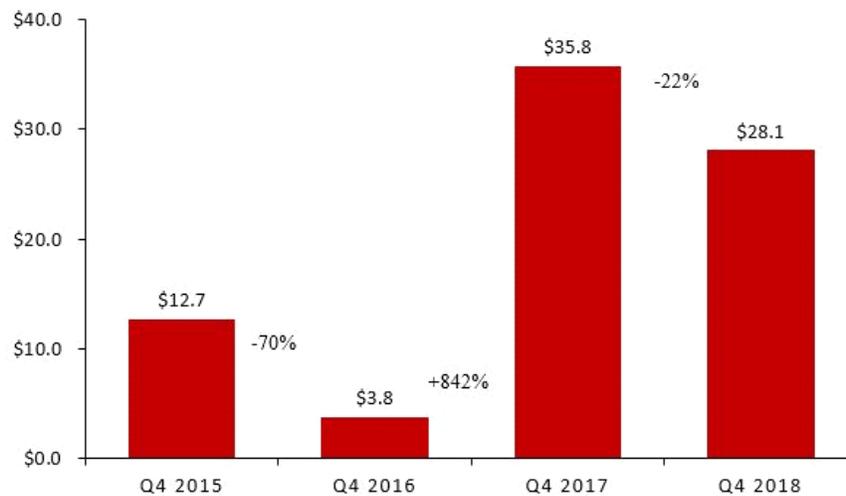
Operating expenses for the three months ended December 31, 2018, were \$38.1 million, compared to operating expenses of \$26.2 million for the three months ended December 31, 2017, an increase of \$11.9 million, or approximately 45%. The \$11.9 million increase was primarily attributable to (1) a \$7.0 million gain recorded in the year ago period associated with the settlement of litigation related to the disputed mophie purchase price, (2) additional selling, general & administrative expense associated with the newly acquired BRAVEN and Gear4 businesses, (3) transaction costs incurred in connection with the acquisition of Gear4 in November 2018 and HALO in January 2019, and (4) higher amortization of long-lived intangibles related to the BRAVEN and Gear4 acquisitions. These increases were partially offset by a decrease in depreciation expense resulting from lower carrying amounts of property and equipment during the three months ended December 31, 2018.

Net income

As a result of the factors noted above, we reported net income of \$14.3 million, or diluted earnings per share of \$0.52, for the three months ended December 31, 2018, compared to net income of \$8.1 million, or diluted earnings per share of \$0.28, for the three months ended December 31, 2017.

Adjusted EBITDA

Quarterly Adjusted EBITDA



Adjusted EBITDA decreased 22% to \$28.1 million compared to \$35.8 million.

Years Ended December 31, 2018 and 2017 Summary Results

(In millions, except per share amounts)

Summary of year-to-date financial results	For the Years Ended	
	December 31, 2018	December 31, 2017
Net sales	\$ 538.2	\$ 519.5
Gross profit	\$ 185.9	\$ 169.0
Gross profit margin	35 %	33 %
Net income	\$ 39.2	\$ 15.1
Diluted earnings per share	\$ 1.38	\$ 0.53
Diluted operating earnings per share ¹	\$ 1.44	\$ 0.53
Adjusted EBITDA	\$ 76.4	\$ 73.0
Diluted shares outstanding	28.5	28.4

¹ "Diluted operating earnings per share" excludes the impact of transaction-related expenses incurred for the BRAVEN and Gear4 acquisitions in 2018 and HALO acquisition in 2019, including the following charges: transaction costs, inventory step-up, and amortization expense. See further discussion below under "About Non-GAAP Financial Information."

Net sales by category	For the Years Ended			
	December 31, 2018		December 31, 2017	
	(%)	(\$)	(%)	(\$)
Screen protection	57 %	\$ 305.0	48 %	\$ 247.6
Power management	26 %	\$ 141.4	26 %	\$ 134.3
Power cases	6 %	\$ 33.4	15 %	\$ 75.6
Audio	5 %	\$ 23.2	5 %	\$ 29.5
Keyboards	5 %	\$ 28.1	5 %	\$ 27.5
Other	1 %	\$ 7.1	1 %	\$ 5.0

Net sales by channel	For the Years Ended			
	December 31, 2018		December 31, 2017	
	(%)	(\$)	(%)	(\$)
Indirect channel	88 %	\$ 473.9	89 %	\$ 463.4
Website	8 %	\$ 42.7	8 %	\$ 39.6

Net sales by region	For the Years Ended			
	December 31, 2018		December 31, 2017	
	(%)	(\$)	(%)	(\$)
Domestic	84 %	\$ 451.4	84 %	\$ 437.3
International	16 %	\$ 86.8	16 %	\$ 82.2

2018 Year-to-Date Results Discussion

(All comparisons are 2018 consolidated versus 2017 consolidated, unless otherwise noted)

Net sales



Net sales for the year ended December 31, 2018, were \$538.2 million, compared to net sales of \$519.5 million for the year ended December 31, 2017, an increase of \$18.7 million, or approximately 4%. The \$18.7 million increase in net sales was primarily attributable to (1) increases in screen protection products driven by the new iPhone launch as well as the introduction of the Glass + VisionGuard screen protection products, and (2) the increase in sales of our power management products, specifically related to wireless charging accessories. These increases were partially offset by a decrease in sales of power cases.

Gross profit

Gross profit for the year ended December 31, 2018, was \$185.9 million, or approximately 35% of net sales, an increase of \$16.9 million or 10%, compared to gross profit of \$169.0 million, or approximately 33% of net sales for the year ended December 31, 2017. The increase in gross profit margin was primarily attributable to the mix of screen protection products, our highest margin product category, which increased to approximately 57% of net sales for the year ended December 31, 2018 compared to approximately 48% of net sales for the year ended December 31, 2017.

Operating expenses

Operating expenses for the year ended December 31, 2018, were \$134.2 million, compared to operating expenses of \$124.3 million for the year ended December 31, 2017, an increase of \$9.9 million, or approximately 8%. The \$9.9 million increase was primarily attributable to (1) a \$7.0 million gain recorded in the year ago period associated with the settlement of litigation related to the disputed mophie purchase price, (2) increases in headcount to support additional growth of the Company, (3) additional selling, general and administrative expense associated with the newly acquired BRAVEN and Gear4 businesses, and (4) transaction costs incurred in connection with the acquisitions of BRAVEN and Gear4 in 2018, and HALO in January 2019. These increases were partially offset by (1) a decrease in depreciation expense, (2) a \$2.0 million charge in 2017 related to the impairment of a patent that did not recur in 2018, and (3) operating expense synergies realized related to the mophie integration.

Net income

As a result of the factors noted above, we reported net income of \$39.2 million, or diluted earnings per share of \$1.38, for the year ended December 31, 2018, compared to net income of \$15.1 million, or diluted earnings per share of \$0.53, for the year ended December 31, 2017.

Adjusted EBITDA

Year-to-Date Adjusted EBITDA



Adjusted EBITDA increased 5% to \$76.4 million compared to \$73.0 million.

Balance Sheet Highlights (as of December 31, 2018 and 2017)

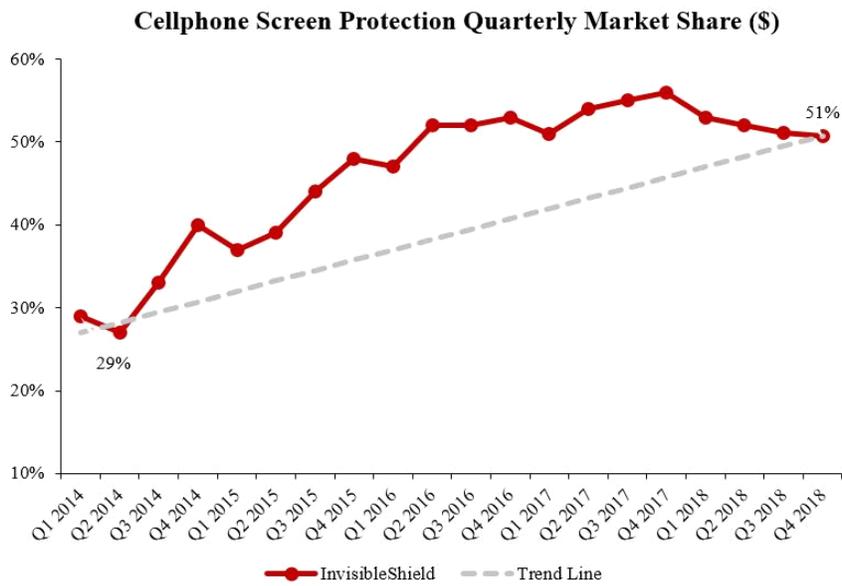
	<u>December 31, 2018</u>	<u>December 31, 2017</u>
Cash and cash equivalents	\$ 15.8	\$ 25.0
Accounts receivable, net of allowances	\$ 156.7	\$ 123.2
Inventories	\$ 82.9	\$ 75.0
Total debt outstanding	\$ 58.4	\$ 37.4
Line of credit	\$ 58.4	\$ 23.5
Long-term debt	\$ —	\$ 13.9
Net debt (Total debt less cash)	\$ 42.6	\$ 12.4
QTD Days sales outstanding (DSOs)	87	64
Inventory turns ¹	6.8x	6.9x

¹ Inventory turns defined as trailing 12-month sales divided by period-end inventory. For year-over-year comparison purposes, December 31, 2018 inventory turns excludes year-end BRAVEN and Gear4 inventory, and 2018 net sales of \$5.0 million and \$5.0 million, respectively.

Market Share Information

Screen Protection

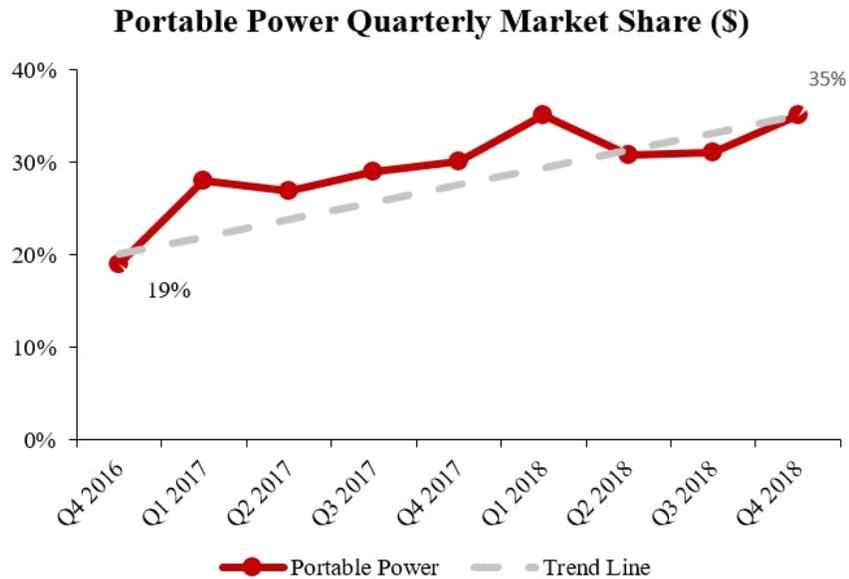
We continue to maintain cellphone screen protection dollar market share above 50%. From the first quarter of 2014 to the fourth quarter of 2018, InvisibleShield cellphone screen protection quarterly dollar market share has increased from 29% to 51%.



(Source: The NPD Group / Retail Tracking Service for each quarterly period; NPD data refers to dollar share and pertains only to U.S. retail sales)

Power Management

During January 2019, we added the HALO brand to the already market-leading mophie brand within portable power. The combination of the two complimentary power brands have grown combined portable power dollar market share from 19% in the fourth quarter 2016 to 35% in the fourth quarter 2018.

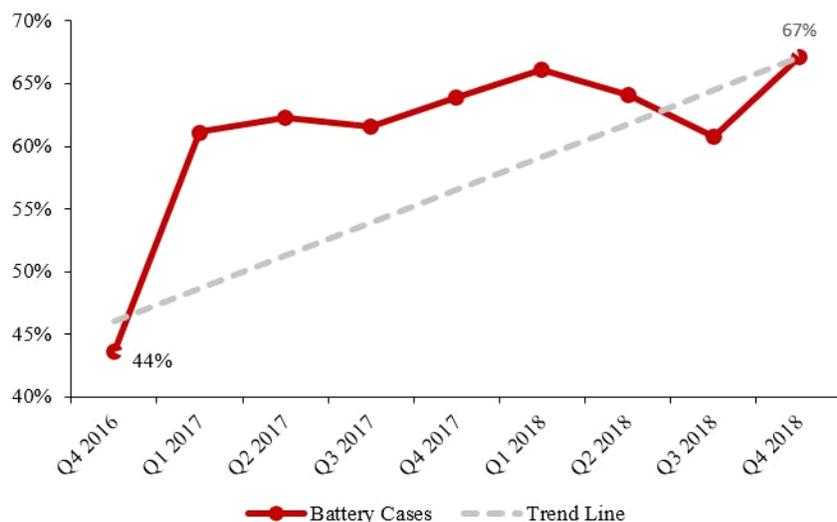


(Source: The NPD Group / Retail Tracking Service for each quarterly period; NPD data refers to dollar share and pertains only to U.S. retail sales)

Battery Cases

Since the fourth quarter of 2016 to fourth quarter 2018, mophie branded battery cases dollar market share has increased from 44% to 67%.

Battery Case Quarterly Market Share (\$)



(Source: The NPD Group / Retail Tracking Service for each quarterly period; NPD data refers to dollar share and pertains only to U.S. retail sales)

Acquisitions

During 2018 and early January 2019, the Company acquired three additional brands to strengthen its leadership position in mobile lifestyle:

- In July 2018, the Company purchased BRAVEN, the creator of the rugged Bluetooth audio category, for cash consideration of approximately \$4.5 million.
- In November 2018, the Company purchased Gear4, the U.K.'s number one smartphone case brand, for a combination of cash and stock consideration valued at approximately \$39.8 million.
- In January 2019, the Company purchased HALO, a leading direct-to-consumer accessories company with a strong relationship with QVC, for a combination of cash and stock consideration totaling approximately \$43.0 million.

The addition of these three brands provides the Company with increased diversification and an innovative product portfolio in the growing product categories of Bluetooth audio, rugged cases, and portable power. The Company expects to grow sales and profitability over the next several years by taking these brands to its current retail distribution network and further investing in the direct-to-consumer channel.

Share Repurchase Authorization

On March 11, 2019, the Board of Directors approved a new \$20.0 million share repurchase authorization. This authorization replaces the \$20.0 million share repurchase authorization the Board approved during the fourth quarter of 2015, which had approximately \$5.5 million remaining at the end of 2018.

2019 Business Outlook

For the full year 2019, the Company currently expects the following:

- Net sales of \$610 to \$630 million
- Gross profit margin as a percentage of net sales in the mid 30's range
- Adjusted EBITDA of \$82 to \$86 million
- Diluted Operating Earnings Per Share of \$1.47 to \$1.60

Annual Net Sales: Actual & Estimated



* Represents the midpoint of 2019 net sales guidance

Impact of 2017 Tax Reform Bill

During the fourth quarter of 2017, the United States Government passed the Tax Cuts and Jobs Act (the “Act”), which enacted significant changes to the United States’ federal tax code, including a reduction in the federal income tax rate for corporations from 35% to 21%. As of December 31, 2017, Management recorded a primarily non-cash charge of \$12.4 million to income tax expense primarily to reflect (1) the re-measurement of deferred tax assets utilizing the lower federal income tax rate and (2) the tax on mandatory deemed repatriation of foreign earnings.

The impact of this \$12.4 million charge on the income tax rate, net income, and earnings per share for the three and twelve months ended December 31, 2017, is illustrated in the table below (amounts in millions, except per share data):

	<u>Three Months Ended</u> <u>December 31, 2017</u>	<u>Twelve Months Ended</u> <u>December 31, 2017</u>
<i>(in millions, except per share amounts)</i>		
Income before provision for income taxes	\$ 30.0	\$ 43.4
Tax provision before impact of tax reform	\$ (9.5)	\$ (15.9)
Net income before impact of tax reform	\$ 20.5	\$ 27.5
Diluted earnings per share before impact of tax reform	\$ 0.71	\$ 0.97
Effective income tax rate before impact of tax reform	32 %	37 %
Tax provision attributable to tax reform	\$ (12.4)	\$ (12.4)
Net income	\$ 8.1	\$ 15.1
Diluted earnings per share	\$ 0.28	\$ 0.53
Effective income tax rate	73 %	65 %

About Non-GAAP Financial Information

This supplemental financial information - CFO commentary includes Adjusted EBITDA, Diluted Operating Earnings Per Share, and 2017 net income and diluted earnings per share before impact of tax reform, all of which are non-GAAP financial measures. Readers are cautioned that (1) Adjusted EBITDA (earnings before interest, taxes, depreciation, amortization, stock-based compensation expense, other expense, transaction costs, mophie restructuring charges, mophie employee retention bonus, consulting fee to former CEO, inventory step-up amount in conjunction with the BRAVEN and Gear4 acquisitions, CEO signing bonus, CFO retention bonus,

and impairment of intangible asset), (2) Diluted Operating Earnings Per Share (Diluted Operating Earnings Per Share excluding the impact of transaction costs, inventory step-up, and amortization expense – all in conjunction with the BRAVEN, Gear4 and HALO acquisitions), and (3) 2017 net income and diluted earnings per share before impact of tax reform (2017 net income and diluted earnings per share excluding the impact of 2017 income tax reform) are not financial measure under U.S. generally accepted accounting principles (“GAAP”). In addition, this financial information should not be construed as an alternative to any other measure of performance determined in accordance with GAAP, or as an indicator of operating performance, liquidity or cash flows generated by operating, investing and financing activities, as there may be significant factors or trends that it fails to address. As such, it should be read only in conjunction with our consolidated financial statements prepared in accordance with GAAP. We present Adjusted EBITDA, Diluted Operating Earnings Per Share, and 2017 net income and diluted earnings per share before the

impact of tax reform because we believe that these measures are helpful to some investors as a measure of performance and to normalize the impact of acquisitions or 2017 tax reform. We caution readers that non-GAAP financial information, by its nature, departs from traditional accounting conventions. Accordingly, its use can make it difficult to compare current results with results from other reporting periods and with the financial results of other companies. We have provided a reconciliation of Adjusted EBITDA and Diluted Operating Earnings Per Share to the most directly comparable GAAP measures in the supplemental financial information attached to the press release accompanying this supplemental financial information - CFO commentary. The reconciliation of 2017 net income and diluted earnings per share before the impact of tax reform is provided in this supplemental financial information - CFO commentary.

Cautionary Note Regarding Forward-Looking Statements

This CFO Commentary contains (and oral communications made by us may contain) “forward-looking statements” within the meaning of the safe harbor provisions of the U.S. Private Securities Litigation Reform Act of 1995. Forward-looking statements can be identified by words such as “anticipate,” “believe,” “estimate,” “expect,” “intend,” “plan,” “predict,” “project,” “target,” “future,” “seek,” “likely,” “strategy,” “may,” “should,” “will” and similar references to future periods. Examples of forward-looking statements include, among others, statements we make regarding our outlook for the Company and statements that estimate or project future results of operations or the performance of the Company.

Forward-looking statements are neither historical facts nor assurances of future performance. Instead, they are based only on our current beliefs, expectations and assumptions regarding the future of our business, future plans and strategies, projections, anticipated events and trends, the economy and other future conditions. Because forward-looking statements relate to the future, they are subject to inherent uncertainties, risks and changes in circumstances that are difficult to predict and many of which are outside of our control. Our actual results and financial condition may differ materially from those indicated in the forward-looking statements. Therefore, you should not rely on any of these forward-looking statements. Important factors that could cause our actual results and financial condition to differ materially from those indicated in the forward-looking statements include, among others, the following:

- a the ability to design, produce, and distribute the creative product solutions required to retain existing customers and to attract new customers;
- b building and maintaining marketing and distribution functions sufficient to gain meaningful international market share for our products;
- c the ability to respond quickly with appropriate products after the adoption and introduction of new mobile devices by major manufacturers like Apple®, Samsung®, and Google®;
- d changes or delays in announced launch schedules for (or recalls or withdrawals of) new mobile devices by major manufacturers like Apple, Samsung, and Google;
- e the ability to successfully integrate new operations or acquisitions;
- f the impacts of inconsistent quality or reliability of new product offerings;
- g the impacts of lower profit margins in certain new and existing product categories, including certain mophie products;
- h the impacts of changes in economic conditions, including on customer demand;
- i managing inventory in light of constantly shifting consumer demand;
- j the failure of information systems or technology solutions or the failure to secure information system data, failure to comply with privacy laws, security breaches, or the effect on the Company from cyber-attacks, terrorist incidents or the threat of terrorist incidents;
- k changes in US and international trade policy and tariffs, including the possible effect of recent US tariff proposals on select materials used in the manufacture of products sold by the Company which are sourced from China;
- l adoption of or changes in accounting policies, principles, or estimates; and
- m changes in the law, economic and financial conditions, including the effect of enactment of US tax reform or other tax law changes.

Any forward-looking statement made by us in this CFO Commentary speaks only as of the date on which such statement is made. New factors emerge from time to time and it is not possible for management to predict all such factors, nor can it assess the impact of any such factor on the business or the extent to which any factor, or combination of factors, may cause results to differ materially from those contained in any forward-looking statement. Readers should also review the risks and uncertainties listed in our most recent

Annual Report on Form 10-K and other reports we file with the U.S. Securities and Exchange Commission, including (but not limited to) Item 1A - “Risk Factors” in the Form 10-K and Management’s Discussion and Analysis of Financial Condition and Results of Operations and the risks described therein from time to time. We undertake no obligation to publicly update any forward-looking statement, whether written or oral, that may be made from time to time, whether as a result of new information, future developments or otherwise. The forward-looking statements contained in this CFO Commentary are intended to qualify for the safe harbor provisions of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended.

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Section 7: EX-99.4 (EXHIBIT 99.4)

ZAGG Announces CFO Transition

SALT LAKE CITY, March 12, 2019 (GLOBE NEWSWIRE) -- ZAGG Inc (Nasdaq: ZAGG), a leading global mobile lifestyle company, announced today that Brad Holiday intends to step down as Chief Financial Officer and transition to the role of Senior Vice President, Finance and Strategic Projects of ZAGG effective March 31, 2019. Taylor Smith, currently Vice President, Finance & Accounting of ZAGG, has been appointed Mr. Holiday's successor.

Prior to his promotion to Vice President, Finance & Accounting in January 2013, Mr. Smith served as Director of SEC Reporting of ZAGG. Before joining ZAGG in July 2011, Mr. Smith served in various roles at KPMG LLP starting in August 2004, including senior manager, manager, senior associate, and associate within the audit group. Mr. Smith is a licensed certified public accountant and holds a B.S. and a master's degree in accountancy from Brigham Young University.

Chris Ahern, Chief Executive Officer said, "Brad has provided ZAGG with tremendous leadership, initially as a Board member and then as Chief Financial Officer over the past 3 years. During his tenure, the Company has evolved considerably through a combination of organic growth and strategic acquisitions. Brad's contributions are immeasurable and, on behalf of the entire ZAGG team, I want to thank him for his dedication and commitment. I am confident we'll continue to benefit from his experience and insights in his new position with the Company."

"Since joining ZAGG in 2012, Taylor's strong financial acumen and strategic thinking has been incredibly valuable to our success, making him the ideal person to be the Company's next CFO," continued Ahern. "Taylor will assume leadership of a very experienced finance team that he and Brad assembled over the past few years."

Mr. Holiday said, "I have truly enjoyed my time as Chief Financial Officer of ZAGG, especially interacting with all the great people that make up this organization. I look forward to further collaborating with this talented management team to help execute our well thought out long-term growth strategy while also being able to spend more time with my family."

About ZAGG Inc: *ZAGG Inc (NASDAQ:ZAGG) is a global leader in accessories and technologies that empower mobile lifestyles. The Company has an award-winning product portfolio that includes screen protection, power management solutions, mobile keyboards, and personal audio sold under the InvisibleShield®, mophie®, ZAGG®, BRAVEN®, IFROGZ®, Gear4® and HALO® brands. ZAGG Inc has operations in the United States, Ireland, the U.K., and China. For more information, please visit the company's websites at www.zagg.com, www.mophie.com, www.Gear4.com, and www.HALO.com.*

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