

**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): October 30, 2023

CarGurus, Inc.

(Exact name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-38233
(Commission
File Number)

04-3843478
(IRS Employer
Identification No.)

**2 Canal Park, 4th Floor
Cambridge, Massachusetts 02141**
(Address of Principal Executive Offices)
(Zip Code)

Registrant's Telephone Number, Including Area Code: (617) 354-0068

Not Applicable

(Former Name or Former Address, if Changed Since Last Report)

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, par value \$0.001 per share	CARG	The Nasdaq Stock Market LLC (Nasdaq Global Select Market)

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

Emerging growth company

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

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

On October 30, 2023, CarGurus, Inc. (the “Company”) announced the appointment of Elisa Palazzo as the Company’s Chief Financial Officer in addition to its Principal Financial Officer and Principal Accounting Officer effective as of December 4, 2023 (the “Start Date”). In connection with the appointment of Ms. Palazzo as the Company’s Chief Financial Officer, Jason Trevisan, the Company’s Chief Executive Officer, will step down as the Company’s Principal Financial Officer and Principal Accounting Officer effective as of the Start Date.

Ms. Palazzo, age 41, joins the Company from Talkspace, Inc., a healthcare software company, where she currently serves as Deputy Chief Financial Officer, a role she has held since April 2023, and as Senior Vice President of Finance, a role she assumed in 2021 as part of Hudson Executive Capital’s involvement in Talkspace, Inc. Between October 2020 and April 2023 she was a Senior Analyst and Managing Director at Hudson Executive Capital, overseeing investments in consumer, online and digital media companies. Previously, from January 2019 to September 2020, she served as an investor and Director at PSP Investments, a pension investment manager company. Prior to that, Ms. Palazzo served as a Senior Investment Analyst at Point72 Asset Management, a hedge fund company, from August 2016 to November 2018, and as an Investment Analyst at Coltrane Asset Management, a hedge fund company, from November 2012 to August 2016. Between 2005 and 2012 she held various roles at Credit Suisse, a financial services company. Ms. Palazzo holds a Master of Business Administration degree from Harvard Business School and a Master of Science in Corporate Finance from Bocconi University.

In conjunction with her appointment, the Company and Ms. Palazzo entered into an offer letter (the “Offer Letter”), pursuant to which she will be subject to standard confidentiality, intellectual property assignment and non-compete provisions. Pursuant to the Offer Letter, Ms. Palazzo will receive an annual base salary of \$390,000 and will be eligible to participate in the CarGurus Annual Incentive Plan, with a target bonus of up to \$250,000, which, for 2023, will be prorated based upon the Start Date. Ms. Palazzo will receive a one-time cash sign-on bonus of \$50,000, which will be paid within the first 60 days from the Start Date. If Ms. Palazzo’s employment with the Company terminates, for any reason, within 12 months, or on the one-year anniversary, of the Start Date, she must immediately repay the sign-on bonus to the Company.

In addition, the Offer Letter provides that Ms. Palazzo will be eligible to participate in the Company’s Omnibus Incentive Compensation Plan (the “2017 Plan”) and, on the Start Date, she will be awarded \$2,000,000 in restricted stock units (“RSUs”) under the 2017 Plan and evidenced on the Company’s standard RSU agreement for executive officers, a form of which has been previously filed with the U.S. Securities and Exchange Commission (“SEC”). The RSUs are subject to a service-based vesting requirement, with 25% of the RSUs to vest on the first anniversary of the Start Date, with the balance to vest at the end of each three-month period thereafter. In addition, the RSUs will vest in full upon a Change of Control (as defined in the 2017 Plan), provided that Ms. Palazzo continues to provide services to the Company until the effective date of such Change of Control.

Pursuant to the Offer Letter, if the Company terminates Ms. Palazzo’s employment without cause (as defined in the Offer Letter), or Ms. Palazzo terminates her employment for good reason (as defined in the Offer Letter), she will receive accrued compensation through the date of termination and, provided she executes and does not revoke a release of claims, she will be entitled to (i) a severance payment of an amount equal to nine months of her base salary, which will be paid in substantially equal installments in accordance with the Company’s payroll practices over six months commencing within 60 days following her termination of employment and (ii) reimbursement on a monthly basis for the COBRA premiums that Ms. Palazzo pays for continued health care coverage under the Company’s group health plans for herself and her dependents until the earlier of nine months, until she becomes eligible under another employer’s group coverage or until she ceases to be eligible for COBRA coverage for any reason.

Pursuant to a Relocation Payment Agreement between Ms. Palazzo and the Company, Ms. Palazzo will be entitled to the payment of relocation expenses of up to \$150,000 in connection with her relocation from New York to the Cambridge, Massachusetts area (the “Relocation Expenses”). The Relocation Expenses are subject to recoupment by the Company as follows: 100% of the Relocation Expenses are subject to recoupment if Ms. Palazzo voluntarily terminates her employment with the Company or is terminated by the Company for cause within one-year of the Start Date; and 50% of the Relocation Expenses are subject to recoupment if Ms. Palazzo voluntarily terminates her employment with the Company or is terminated by the Company for cause after one year and before two years of the Start Date.

As a condition to her employment, Ms. Palazzo also signed a customary confidential information and invention assignment agreement with the Company, which provides that at all times during Ms. Palazzo’s employment and thereafter, she will maintain the confidentiality of all confidential information obtained by her as a result of her employment and assign to the Company all inventions relating to her employment with the Company. In addition, during the term of Ms. Palazzo’s employment, and for the one-year period

(subject to certain extensions in the event of a breach) after Ms. Palazzo's termination of employment, Ms. Palazzo cannot (i) compete against the Company, (ii) interfere or do business with any customers or affiliates of the Company or (iii) solicit in any way the employees of the Company or any others who provide services to the Company.

Ms. Palazzo and the Company will also enter into the Company's standard indemnification agreement, a form of which has been previously filed with the SEC.

No family relationships exist between Ms. Palazzo and any of the Company's directors or other executive officers. There are no arrangements between Ms. Palazzo and any other person pursuant to which Ms. Palazzo was selected as an officer. Since the beginning of the Company's last fiscal year, the Company has not engaged in any transaction in which Ms. Palazzo had a direct or indirect material interest within the meaning of Item 404(a) of Regulation S-K under the Securities Act of 1933, as amended (the "Securities Act").

A copy of the Offer Letter is attached as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference. The description of the employment terms of Ms. Palazzo is a summary only and is qualified in its entirety by reference to Exhibit 10.1. A copy of the Relocation Payment Agreement is attached as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated herein by reference. The description of the Relocation Payment Agreement is a summary only and is qualified in its entirety by reference to Exhibit 10.2.

Item 7.01 Regulation FD Disclosure.

A copy of the Company's press release announcing Ms. Palazzo's appointment as Chief Financial Officer is attached to this Current Report on Form 8-K as Exhibit 99.1.

The information in this Item 7.01 and in Exhibit 99.1 hereto is intended to be furnished and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act or the Exchange Act, except as expressly set forth by specific reference in such filing.

Item 9.01 Financial Statements and Exhibits.

Exhibit 99.1 is furnished pursuant to Item 9.01(d).

<u>Exhibit No.</u>	<u>Description</u>
10.1	Offer Letter between the Company and Ms. Palazzo, dated October 16, 2023.
10.2	Relocation Payment Agreement between the Company and Ms. Palazzo, dated October 16, 2023.
99.1	Press Release of CarGurus, Inc. dated October 30, 2023.
104	Cover Page Interactive Data File (embedded with the Inline XBRL document).

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 thereunto duly authorized.

CARGURUS, INC.

Date: October 30, 2023

By: /s/ Javier Zamora

Name: Javier Zamora

Title: General Counsel & Corporate Secretary

Elisa Palazzo
[ADDRESS]

Dear Elisa,

I am very pleased to offer you the position of Chief Financial Officer at CarGurus, Inc. (“CarGurus” or the “Company”), reporting to me, Jason Trevisan, Chief Executive Officer. This letter will clarify the terms and conditions of your at-will employment with CarGurus, should you accept our offer. Note, this offer of employment is conditioned on your satisfactory completion of certain requirements, as more fully explained in this letter. Your employment is subject to the terms and conditions set forth in this letter.

1. Position. Subject to satisfaction of all of the conditions described in this letter, your employment will begin on December 4th, 2023 (the “Start Date”). Your primary place of work will be the Company’s main offices, currently located at 2 Canal Park, Cambridge, MA, 02141. We expect that you will perform the duties and responsibilities typically associated with your position, and other duties assigned to you, in a satisfactory manner and to the best of your abilities. You agree to devote your full business time, attention and best efforts to the performance of your duties and to the furtherance of the Company’s interests. During the course of your employment with CarGurus, your position and duties are subject to change. Also, you are required to follow the policies and procedures of the Company, as they may exist and be revised during your employment.

You will be assigned to work at the Company’s office in Cambridge, Massachusetts. As we discussed, you will therefore be expected to relocate your home to within a reasonable commuting distance from that office no later than December 4th, 2024. While you will be permitted to work on a remote basis pending your move, we will not be able to continue this remote work arrangement beyond your initial 365 days of employment and you will be subject to the Company’s Hybrid Attendance Policy after that time. Please note that if you do not relocate as expected, or are otherwise not able to meet our in-office attendance expectations by no later than December 4th, 2024, we may end the employment relationship.

2. Compensation & Benefits.

In consideration of your services:

(a) Your semi-monthly salary of \$16,250.00, annualized at \$390,000.00 (the “Base Salary”), will be paid semimonthly on the 15th day and last day of each month and subject to taxes and other withholdings required by law. As an exempt employee you are required to exercise your specialized expertise, independent judgment and discretion to provide high-quality services. You are expected to work the number of hours required to meet the needs of the business.

(b) You will be eligible to participate in the CarGurus Annual Incentive Plan, through which you may be eligible to earn a discretionary bonus up to \$250,000.00, less applicable taxes and withholdings. For the current fiscal year, the amount you are eligible to earn under the CarGurus Annual Incentive Plan will be prorated based upon your start date. Whether to grant a bonus, and in what amount, are determinations to be made in the sole discretion of the Company based on a variety of factors, including, but not limited to, your performance and the Company’s performance. In order to remain eligible and receive a bonus award, if any, you must be employed by the Company at the time it makes bonus payments to employees for that year. This discretionary bonus is not intended to and shall not be deemed a “wage” under any state or federal wage hour law.

(c) You will be eligible for a one time Sign-On Bonus of \$50,000.00 (the "Sign-On Bonus"), less applicable taxes and withholdings, to be paid as follows: 100% of the Sign-On Bonus within the first sixty days from your Start Date. Should your employment with CarGurus terminate, for any reason, within 12 months, or on the one-year anniversary, of your Start Date, you must immediately repay to CarGurus the Sign-On Bonus. In the event of such termination, CarGurus may, in its discretion, also deduct any unreturned Sign-On Bonus amount from any compensation, severance, commission or other amount due to you, subject to applicable laws.

(d) You will be eligible to participate in the Company's benefit plans on your first day of employment. Your participation in these plans will be subject to the terms of the applicable plan documents and generally applicable policies of the Company, as the same may be in effect from time to time. No representation is made, however, that any specific benefits now available will continue or that any other benefits will be made available. During your first two (2) years of employment with the Company, you will be entitled to four (4) weeks' paid vacation annually at such reasonable times as you and the Company may determine. Commencing with your third year of employment with the company, you will be entitled to the number of paid vacation days annually in accordance with the Company's then standard vacation and paid time off policies. Additional information regarding the Company's benefit plans will be provided under separate cover.

3. Eligibility to Participate in Omnibus Incentive Compensation Plan. You will be eligible to participate in the Company's Omnibus Incentive Compensation Plan (the "Plan"), under which the Company grants to employees restricted stock units ("RSUs") that are subject to service-based vesting conditions. On the Start Date we will award to you a one-time grant consisting of RSUs representing shares of the Company's Class A common stock with an award value of \$2,000,000.00 (the "RSU Award Value"). The vesting schedule will be 4 years, with the first 25% of the RSUs vesting on the first anniversary of the vesting start date and an additional 6.25% of the RSUs vesting at the end of each three month period thereafter. Any such grant of RSUs is subject to the terms and conditions of the Plan and the RSU grant agreement on the form for executive officers evidencing the terms and conditions of the grant, including the service-based vesting schedule and applicable acceleration provisions. The number of RSUs to be awarded to you will be based on dividing the RSU Award Value by the closing price of CarGurus' Class A common stock on the Nasdaq Stock Market on the Start Date, rounded down to the nearest whole share. In addition, you shall be eligible for further equity awards from time to time as determined by the Board of Directors (or its committee) in its sole discretion. All equity awards shall be governed in all respects by the terms of the applicable written agreements and Plan documents.

4. Modification of Compensation and Incentive Plans. The Company reserves the right, in its sole discretion, to modify, change or eliminate, on a prospective basis, the compensation, bonus and incentive plans, as applicable, addressed in Sections 2 and 3 above.

5. Protection of the Company's Confidential Information and Goodwill. In order to protect the Company's substantial investment of time and money in the creation and maintaining of its trade secrets and other confidential and proprietary information, as well as its goodwill with its clients and business partners, including vendors, suppliers and others, you are required to sign the Company's standard Protection of Confidential Information Agreement ("NDA"), a copy of which is attached to this letter. The terms and conditions of the NDA will remain in effect regardless of any change in the nature of your duties, compensation or employment with the Company and its affiliates.

6. Representations and Warranties. By accepting this offer, you represent that you are able to accept this job and carry out the work that it would involve without breaching any legal restrictions on your activities, such as non-competition, non-solicitation or other work-related restrictions imposed by a current or former employer. You also represent that you will inform the Company about any such restrictions and provide the Company with as much information about them as possible, including any agreements between you and your current or former employer describing such restrictions on your activities. You further confirm that you will not remove or take any documents or proprietary data or materials of any kind, electronic or otherwise, with you from your current or former employer to the

Company without written authorization from your current or former employer, nor will you use or disclose any such confidential information during the course and scope of your employment with the Company. If you have any questions about the ownership of particular documents or other information, you should discuss such questions with your former employer before removing or copying the documents or information.

7. Contingent Offer.

This offer is contingent upon:

- (a) Verification of your right to work in the United States, as demonstrated by your completion of an I-9 form upon hire and your submission of acceptable documentation (as noted on the I-9 form) verifying your identity and work authorization within three days of your Start Date. You will receive an email from HireRight to complete your Form I-9. Please bring the appropriate documents listed on this form with on your Start Date. If you fail to submit such proof, federal law prohibits us from commencing employment.
- (b) Satisfactory completion of a background investigation which includes, but is not limited to, previous employment, education, and criminal history.
- (c) Your execution of the Company's enclosed Non-Disclosure Agreement ("NDA").
- (d) Your compliance with Section 6.

This offer will be withdrawn if any of the above conditions are not satisfied. The Company may terminate your employment if any of the above conditions are not satisfied

8. Payment on Termination by the Company without Cause or by you for Good Reason. Should your employment be terminated by (1) the Company without "Cause" ("Cause" shall be defined as a finding by the Company that you (a) materially breached your employment agreement or offer letter with the Company, which breach has not been remedied by you within 30 days after written notice has been provided to you of such breach, (b) engaged in disloyalty to the Company, including, without limitation, fraud, embezzlement, theft, commission of a felony or proven dishonesty, (c) disclosed trade secrets or confidential information of the Company to persons not entitled to receive such information, (d) breached any written non-competition, non-solicitation, invention assignment or confidentiality agreement between you and the Company, or (d) engaged in such other behavior detrimental to the interests of the Company as the Company reasonably determines; or (2) by you for "Good Reason" (as defined below), then in addition to payment of all wages earned through the effective date of such termination (the "Termination Date"), which will be made on or about the Termination Date, and subject to (i) your signing a Separation Agreement and Release in a form and manner satisfactory to the Company, as further described below; and (ii) the Separation Agreement and Release becoming irrevocable, all within 60 days after the Termination Date (or such shorter period as set forth in the Separation Agreement and Release), including any applicable seven (7) business day revocation period provided therein:

(a) the Company will pay you an amount equal to nine (9) months of your Base Salary (the "Severance Amount");

(b) subject to your copayment of premium amounts at the applicable active employees' rate and your proper election to receive benefits under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), the Company will pay to the group health plan provider, the COBRA provider or you a monthly payment equal to the monthly employer contribution that the Company would

have made to provide health insurance to you if you had remained employed by the Company until the earliest of (A) the nine (9)-month anniversary of the Termination Date; (B) your eligibility for group medical plan benefits under any other employer's group medical plan; or (C) the cessation of your continuation rights under COBRA; provided, however, if the Company determines that it cannot pay such amounts to the group health plan provider or the COBRA provider (if applicable) without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), then the Company will convert such payments to payroll payments directly to you for the time period specified above (the "COBRA Subsidy"). Such payments shall be subject to tax-related deductions and withholdings and paid on the Company's regular payroll dates.

The amounts payable under this Section 8, to the extent taxable, will be paid out in substantially equal installments in accordance with the Company's payroll practice over six (6) months commencing within 60 days after the Termination Date; provided, however, that if the 60-day period begins in one calendar year and ends in a second calendar year, the Severance Amount, to the extent it qualifies as "non-qualified deferred compensation" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), shall begin to be paid in the second calendar year by the last day of such 60-day period; provided, further, that the initial payment will include a catch-up payment to cover amounts retroactive to the day immediately following the Termination Date. Each payment pursuant to this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2).

Your receipt of the Severance Pay and COBRA Subsidy will be conditional on your signing (and, if applicable, not revoking) a Separation Agreement and Release in a form acceptable to the Company, including a general release of claims against the Company and all related persons and entities, a reaffirmation of all of your post-employment obligations under the NDA, and, in the Company's sole discretion, a one-year post-employment noncompetition agreement substantially similar to or the same as the noncompetition provision of the NDA. Further, the Separation Agreement and Release will provide that if you breach the NDA, all payments of the Severance Amount and COBRA Subsidy will immediately cease and be recoverable by the Company.

For purposes of this letter, "Good Reason" means you have complied with the Good Reason Process (as defined below) following the occurrence of any of the following events, without your consent: (i) a material diminution in the your title, responsibilities, authority or duties; (ii) a material diminution in your base salary or target bonus, except for across-the-board reductions based on the Company's financial performance similarly affecting all or substantially all senior management employees of the Company; (iii) a material change in the principal geographic location at which you provide services to the Company (with the exception of travel related to your duties to the Company); or (iv) the material breach by the Company of the written employment agreement, offer letter or severance agreement between you and the Company; and "Good Reason Process" means (i) you reasonably determine in good faith that a "Good Reason" condition has occurred; (ii) you have notified the Company in writing of the first occurrence of the Good Reason condition within thirty (30) days of the first occurrence of such condition; (iii) you cooperate in good faith with the Company's efforts, for a period not less than thirty (30) days following such notice (the "Cure Period"), to remedy the condition; (iv) notwithstanding such efforts, the Good Reason condition continues to exist; and (v) you terminate your employment within thirty (30) days after the end of the Cure Period. If the Company cures the Good Reason condition during the Cure Period, Good Reason shall be deemed not to have occurred.

9. Nature of Relationship; Choice of Law. While we are hopeful and confident that our relationship will be mutually rewarding, satisfactory and sustaining. As explained further in Section 10, your employment with the Company is at will, which means that both you and the Company remain free to end the employment relationship at any time and for any reason. Accordingly, this letter shall not be construed as an agreement, either express or implied, to employ you for any particular term, and does not alter the Company's at will employment policy with respect to your employment. Similarly, nothing in

this letter shall be construed as an agreement, either express or implied, to pay you any compensation of any kind, or grant you any benefit, beyond the end of your employment with the Company, other than any payments for which you may become eligible by operation of Section 8.

If you will regularly perform your duties at any of the Company's business locations in Massachusetts, then all aspects of your employment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, excluding choice of law rules thereof. If you reside and you will regularly perform your duties for the Company outside of Massachusetts, then all aspects of your employment (except for the NDA, which in such case would be governed by Delaware law), shall be governed by and construed in accordance with the laws of state where you reside.

10. At-Will Employment. Your employment with the Company will be for no specific period of time. Rather, your employment will be at-will, meaning that you or the Company may terminate the employment relationship at any time, with or without cause, and with or without notice and for any reason or no particular reason. Although your compensation and benefits may change from time to time, the at-will nature of your employment may only be changed by an express written agreement signed by an authorized officer of the Company.

Elisa, we look forward to you joining our organization. In order to confirm your intention to commence employment with CarGurus on the Start Date on the terms set forth in this letter, please sign and return to me this letter and the NDA. If you have any questions, please do not hesitate to speak with me.

Sincerely,

/s/ Jason Trevisan

Jason Trevisan
Chief Executive Officer
CarGurus, Inc.

ACKNOWLEDGEMENT AND AGREEMENT

I have read and understood and I accept all the terms of the offer of employment as set forth in the foregoing letter. I have not relied on any agreements or representations, express or implied, that are not set forth expressly in the foregoing letter, and this letter supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the subject matter of this letter. I will commence employment on the Start Date on the terms set forth in this letter.

/s/ Elisa Palazzo
Elisa Palazzo

10/16/2023
Date

RELOCATION REPAYMENT AGREEMENT

Employee Relocation Information

Employee Name: Elisa Palazzo

Employee Signature and Approvals

A copy of your relocation policy applicable to you is enclosed with this agreement for your information. You are eligible to receive relocation benefits up to the provided dollar amount: \$150,000.00. Your signature on this Relocation Repayment Agreement acknowledges: a) your receipt of the Relocation Policy and; b) the requirement that you execute this Relocation Repayment Agreement prior to your relocation being funded. If you voluntarily terminate your employment with the Company or your employment is terminated for cause within one (1) year of your hire or transfer date (as applicable) (whichever is later), you agree to be responsible for repayment of one hundred percent (100%) of the total relocation expense, including all tax assistance (if applicable), incurred by the Company (the "Total Relocation Expense"). Similarly, if you voluntarily terminate or your employment is terminated for cause after one (1) year and before two (2) years of your hire or transfer date (as applicable) (whichever is later), you agree to be responsible for repayment of fifty percent (50%) of the Total Relocation Expense.

Time of Termination**% of Total Relocation Expense**

- Within one (1) year of your hire or transfer date, as applicable (whichever is later)
- After one (1) year and before two (2) years of your hire or transfer date, as applicable (whichever is later)

100%

50%

Employee Signature: /s/ Elisa Palazzo

Date: 10/16/2023



FOR IMMEDIATE RELEASE

CarGurus Appoints Elisa Palazzo as Chief Financial Officer

Seasoned investment and finance operations leader brings deep experience in the technology sector, with a focus on online marketplaces

CAMBRIDGE, Mass., October 30, 2023 – [CarGurus](#) (Nasdaq: CARG), the No. 1 visited digital auto platform for shopping, buying, and selling new and used vehicles¹, today announced the appointment of Elisa Palazzo as its Chief Financial Officer (CFO), effective December 4, 2023. Reporting to CarGurus Chief Executive Officer (CEO) Jason Trevisan, Palazzo will lead financial operations and strategy to support the company's goal to build a powerful transaction-enabled destination that supports the full lifecycle of a vehicle transaction.

"Elisa's breadth of experience leading financial operations and investment strategy within the tech sector will be invaluable to our team as we continue to evolve our platform with the aim of driving greater value for our dealer partners, consumers, and stockholders," said Jason Trevisan, CEO of CarGurus. "Her extensive financial expertise and strategic vision will be valuable assets in our current stage and as we further expand our transaction and digital retail capabilities. I look forward to welcoming her to the CarGurus executive team as we continue to innovate and grow our business."

Palazzo joins CarGurus with nearly 20 years of operating, investing, and transaction experience, with a focus on marketplaces that reach both consumer and business-to-business users. She currently serves as Deputy CFO and Senior Vice President of Finance at Talkspace, a two-sided marketplace providing online behavioral health services, where she leads financial planning & analysis, accounting and investor relations. She assumed the role of Deputy CFO in April 2023, initially coming on board as Senior Vice President of Finance in 2021 as part of Hudson Executive Capital's involvement in Talkspace. Prior to becoming Deputy CFO at Talkspace, she was a Managing Director at Hudson Executive Capital, overseeing investments in consumer, online, and digital media companies.



Earlier in her career she held senior technology investment roles at several asset management institutions, and served as an investment banker at Credit Suisse. Palazzo holds an M.B.A. from Harvard Business School and a Master of Science in Corporate Finance from Bocconi University.

"I am thrilled to join a market leader like CarGurus at a pivotal moment in its evolution as the digital automotive space is poised for transformation. I am energized and inspired by the opportunity to help the company fulfill its vision to build a powerful transaction-enabled digital destination that supports both dealers and consumers through the vehicle transaction journey," added Palazzo.

About CarGurus, Inc.

CarGurus (Nasdaq: CARG) is a multinational, online automotive platform for buying and selling vehicles that is building upon its industry-leading listings marketplace with both digital retail solutions and the CarOffer online wholesale platform. The CarGurus platform gives consumers the confidence to purchase and/or sell a vehicle either online or in-person, and it gives dealerships the power to accurately price, effectively market, instantly acquire and quickly sell vehicles, all with a nationwide reach. The company uses proprietary technology, search algorithms and data analytics to bring trust, transparency, and competitive pricing to the automotive shopping experience. CarGurus is the most visited automotive shopping site in the U.S.¹

CarGurus also operates online marketplaces under the CarGurus brand in Canada and the United Kingdom. In the United States and the United Kingdom, CarGurus also operates the Autolist and PistonHeads online marketplaces, respectively, as independent brands.

To learn more about CarGurus, visit www.cargurus.com, and for more information about CarOffer, visit www.caroffer.com.

CarGurus® is a registered trademark of CarGurus, Inc., and CarOffer® is a registered trademark of CarOffer, LLC. All other product names, trademarks and registered trademarks are the property of their respective owners.

¹ [Similarweb](#): Traffic Insights, Q2 2023, U.S.

Cautionary Language Concerning Forward-Looking Statements

This press release includes forward-looking statements. Other than statements of historical facts, all statements contained in this press release, including statements relating to our business activities, our strategy and plans, the potential of our business performance, and the expected benefits from Palazzo's appointment as Chief Financial Officer, are forward-looking statements. The words "aim," "anticipate," "believe," "could," "expect," "goal," "intend," "may," "might," "plan," "potential," "should," "will," "would," and similar expressions and their negatives are intended to identify forward-looking statements. We have based these forward-looking statements on our current expectations and projections about future events and financial trends that we believe may affect our financial condition, results of operations, business strategy, short-term and long-term business operations and objectives, and financial needs. You should not place undue reliance on these statements.



These forward-looking statements are subject to a number of risks and uncertainties that could cause actual results to differ materially from those reflected in such statements, including risks related to our growth and our ability to grow our revenue; our relationships with dealers; competition in the markets in which we operate; market growth; our ability to innovate; our ability to realize benefits from our acquisitions and successfully implement the integration strategies in connection therewith; global supply chain challenges, increased inflation and interest rates, and other macroeconomic issues; the material weakness identified in our internal controls over financial reporting; changes in our key personnel; natural disasters, epidemics or pandemics; and our ability to operate in compliance with applicable laws, as well as other risks and uncertainties as may be detailed from time to time in our Annual Reports on Form 10-K and Quarterly Reports on Form 10-Q and other reports we file with the U.S. Securities and Exchange Commission. Moreover, we operate in very competitive and rapidly changing environments. New risks emerge from time to time. It is not possible for our management to predict all risks, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements we may make. In light of these risks, uncertainties, and assumptions, we cannot guarantee that future results, levels of activity, performance, achievements, or events and circumstances reflected in the forward-looking statements will occur. We are under no duty to update any of these forward-looking statements after the date of this press release to conform these statements to actual results or revised expectations, except as required by law. You should, therefore, not rely on these forward-looking statements as representing our views as of any date subsequent to the date of this press release.

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