

**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) May 31, 2018**



**U.S. AUTO PARTS NETWORK, INC.**

**(Exact name of registrant as specified in its charter)**

**Delaware**  
**(State or other jurisdiction**  
**of incorporation)**

**001-33264**  
**(Commission**  
**File Number)**

**68-0623433**  
**(IRS Employer**  
**Identification No.)**

**16941 Keegan Avenue, Carson, CA 90746**  
**(Address of principal executive offices) (Zip Code)**

**Registrant's telephone number, including area code (424) 702-1455**

**N/A**  
**(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. ☐

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

### *Board Candidate Agreement*

On May 31, 2018, U.S. Auto Parts Network, Inc. (the “**Company**”) entered into a Board Candidate Agreement (the “**Agreement**”) with Mehran Nia (“**Mr. Nia**”) and the Nia Living Trust Established September 2, 2004 (the “**Nia Trust**” and together with Mr. Nia, “**Nia**”).

Under the Agreement, the Company has appointed Mr. Nia to the Company’s Board of Directors (the “**Board**”) as a Class I Director, effective May 31, 2018 and has agreed to appoint a second director to the Board as a Class II Director (the “**Second Director**”) at such later date as mutually agreed by the Company and Nia. The Second Director shall be mutually agreeable to the Company and Nia and shall be considered “independent” as defined under the listing standards of the Nasdaq Stock Market. The Company has agreed that the Board would expand the size of the Board to nine directors to appoint the Second Director.

If at any point in time Nia fails to beneficially own more than 5% of the Company’s outstanding voting capital stock or Nia breaches any provision of the Agreement (each, a “**Termination Event**”), Mr. Nia and/or the Second Director shall promptly resign from the Board upon request. In addition, in the event Mr. Nia or the Second Director, as the case may be, resigns or otherwise ceases to serve as a director, other than due to a Termination Event, prior to the expiration of the Voting Period (as defined below), the Company and Mr. Nia agree to work collaboratively to appoint a replacement candidate (a “**Replacement Candidate**”) through a process conducted, and based on criteria established, by the Nominating and Corporate Governance Committee of the Board.

Additionally, at each annual or special meeting of the Company’s stockholders, Nia has agreed to vote all shares of the Company’s capital stock beneficially owned by Nia (the “**Nia Shares**”) on each director nominee or other matter presented for a vote which has been recommended by the Board and has agreed not to provide assistance with any vote to be taken by the Company’s stockholders that has not been formally recommended by the Board (collectively, the “**Obligations**”). Pursuant to the Agreement, the Obligations begin on the date of the Agreement and shall end on the earliest to occur of (i) the date that the Company notifies Nia in writing that it does not intend to re-nominate Mr. Nia as a director at its 2019 Annual Meeting of Stockholders or such subsequent annual meeting at which Mr. Nia would be up for re-election; and (ii) the date on which Mr. Nia ceases to serve as a director unless Mr. Nia (a) ceases to serve as a director due to a Termination Event or (b) the Company and Mr. Nia are working to appoint a Replacement Candidate (such period, the “**Voting Period**”). In connection with the Obligations, Nia has also granted the Company an irrevocable proxy with respect to the Nia Shares during the Voting Period. The terms of the Voting Agreement also contain a mutual nondisparagement provision.

The foregoing description of the Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Agreement attached hereto as Exhibit 10.1.

### *Letter Agreement*

On May 31, 2018, the Company entered into a Letter Agreement (the “**Letter**”) with Mina Khazani (“**Ms. Khazani**”) and the Mina Khazani Living Trust Date May 30, 2007 (the “**Khazani Trust**” and together with Ms. Khazani, “**Khazani**”). Under the Letter, Khazani has agreed that during the Voting Period set forth in the Board Candidate Agreement described above, at each annual or special meeting of the Company’s stockholders, Khazani has agreed to vote all shares of the Company’s capital stock beneficially owned by Khazani (the “**Khazani Shares**”) on each director nominee or other matter presented for a vote which has been recommended by the Board. In connection with the foregoing obligation, Khazani has also granted the Company an irrevocable proxy with respect to the Khazani Shares during the Voting Period.

The foregoing description of the Letter does not purport to be complete and is qualified in its entirety by reference to the full text of the Letter attached hereto as Exhibit 10.2.

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

(d) On May 31, 2018, the Board appointed Mehran Nia to serve as a Class I director of the Company, effective immediately. The appointment of Mr. Nia brings the Company’s total number of directors to eight and fills an open vacancy on the Board. The nomination and subsequent appointment of Mr. Nia as a director was made pursuant to the terms of the Board Candidate Agreement described above.

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Mr. Nia, 52, is one of our co-founders and previously served as our Chief Executive Officer and President and a director from 1995 until 2007 where he helped lead the growth and transformation of our company from a regional wholesaler of collision auto parts into an e-commerce retailer by the year 2000 and a wholesaler with a diversified base of auto products. Mr. Nia holds a B.A. degree in biology from San Diego State University. Mr. Nia also serves on the Board of Directors of Mylife.com, an e-commerce company with the mission of helping people find and connect with others and manage the information they choose to share with the world. We believe that Mr. Nia's prior service as a co-founder and Chief Executive Officer of the company, combined with his prior industry experience, provide invaluable insight to our company and qualify him to serve as a director.

Mr. Nia will enter into the Company's standard form of indemnification agreement. The Company is not aware of any transaction involving Mr. Nia requiring disclosure under Item 404(a) of Regulation S-K.

#### **Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

<b>Exhibit No.</b>	<b>Description</b>
10.1	<a href="#"><u>Board Candidate Agreement dated May 31, 2018 by and among U.S. Auto Parts Network, Inc., Mehran Nia, and the Nia Living Trust Established September 2, 2004</u></a>
10.2	<a href="#"><u>Letter Agreement, dated May 31, 2018, by and U.S. Auto Parts Network, Inc., Mina Khazani, and the Mina Khazani Living Trust, Dated May 30, 2007</u></a>

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## SIGNATURES

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

Dated: May 31, 2018

U.S. AUTO PARTS NETWORK, INC.

By: /s/ Neil T. Watanabe  
Neil T. Watanabe  
Chief Financial Officer

## U.S. AUTO PARTS NETWORK, INC.

### BOARD CANDIDATE AGREEMENT

This Board Candidate Agreement (this “**Agreement**”) is made and entered into as of May 31, 2018 by and among **U.S. Auto Parts Network, Inc.**, a Delaware corporation (the “**Company**”), **Mehran Nia** (the “**New Director**”) and the **Nia Living Trust Established September 2, 2004** (the “**Trust**”, and together with the New Director, “**Nia**”).

#### Recitals

**Whereas**, subject to the terms and conditions of this Agreement, the Company believes that it is in the best interest of the Company to appoint the New Director to the Company’s Board of Directors (the “**Board**”); and

**Whereas**, subject to the terms and conditions of this Agreement, the Company believes that it is in the best interest of the Company to appoint a second director to the Board who is mutually agreeable to the parties and who shall be considered “independent” as defined under the listing standards of The Nasdaq Stock Market (the “**Second Director**” and together with the New Director, ach a “**Nia Director**”).

#### Agreement

**Now, Therefore**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### 1. Director Candidate.

##### 1.1 Board Candidates.

(i) Prior to the execution of this Agreement the Nominating and Corporate Governance Committee of the Board (the “**Nominating Committee**”) has reviewed and approved the qualifications of the New Director to serve as a member of the Board. Promptly following the execution of this Agreement, the Company hereby agrees that the Board shall appoint the New Director to the Board as a Class I director to fill a current vacancy on the Board.

(ii) The Company hereby agrees that the Board shall appoint the Second Director to serve as a member of the Board as a Class II director and shall expand the size of the Board to nine directors accordingly. The timing of the appointment of the Second Director shall be mutually agreed by the parties at such later date and such appointment shall follow the Board’s normal candidate review process for new directors.

**1.2 Termination.** Notwithstanding anything else in this Agreement to the contrary, if at any point in time (i) Nia does not beneficially own at least five percent (5%) of the Company’s outstanding shares of voting capital stock (as such ownership is calculated pursuant to the rules of The NASDAQ Global Market) (as adjusted for any stock combinations, splits,

recapitalizations and the like after the Effective Date), or (ii) Nia breaches any provision of this Agreement (either such event, a “**Termination Event**”), upon the Company’s request, the New Director and/or the Second Director, as the case may be, shall promptly tender his or her resignation from the Board and any committee of the Board on which he or she then sits and the Company shall not have any further obligations under this Agreement. In order for the Company to determine the occurrence of a Termination Event, Nia shall provide written notice to the Company within two (2) business days following any transaction by Nia which has the effect of decreasing the number of shares of the Company’s voting capital stock that Nia beneficially owns (as such ownership is calculated pursuant to the rules of The Nasdaq Stock Market).

**1.3 Replacement Director.** In the event that a Nia Director is appointed to the Board, if such Nia Director subsequently resigns or otherwise ceases to serve as a director, other than due to a Termination Event, prior to the expiration of the Voting Period (as defined below), the Nominating Committee shall use commercially reasonable efforts to identify and vet suitable candidates for appointment to the Board to replace such Nia Director, who shall be “independent” as defined under the listing standards of The Nasdaq Stock Market (each such candidate identified by the Nominating Committee and whom the Nominating Committee recommends for consideration by Nia, a “**Potential Replacement Candidate**”), and Nia shall be provided a reasonable opportunity to interview each Potential Replacement Candidate and receive such other information with respect to any Potential Replacement Candidate as Nia shall reasonably request. Following Nia’s review of such Potential Replacement Candidate, Nia shall provide written notice to the Nominating Committee as to whether Nia approves of such Potential Replacement Candidate (any such Potential Replacement Candidate identified by the Nominating Committee and so approved by Nia, an “**Approved Replacement Candidate**”). Following the identification of an Approved Replacement Candidate, the Company will use its commercially reasonable efforts to appoint the Approved Replacement Candidate to the Board. The Approved Replacement Candidate, once appointed to the Board, shall be deemed a “New Director” or “Second Director”, as the case may be, for all purposes of this Agreement.

**1.4 Director Questionnaire and Background Check.** As an additional condition to the appointment of a Nia Director to the Board, the Nia Director shall provide, prior to such appointment to the Board, a completed D&O Questionnaire in the form executed by the Company’s other directors, and the Company shall have received acceptable results from a completed background check on the Nia Director.

## **2. Voting Agreement.**

**2.1 Nia Shares.** During the Voting Period (as defined below), Nia agrees to vote all shares of voting capital stock of the Company registered in Nia’s name or beneficially owned by Nia (as determined by Rule 13d-3 of the Securities Exchange Act of 1934, as amended), including any and all voting securities of the Company legally or beneficially acquired by Nia after the date hereof (hereinafter collectively referred to as the “**Nia Shares**”), in accordance with the provisions of this Section 2. For purposes of this Agreement, the “**Voting Period**” shall mean the period of time beginning on the date of this Agreement and ending on the earliest to occur of (i) in the event that the New Director is appointed to the Board, the date that the Company notifies Nia in writing (the “**Required Notice**”) that it does not intend to re-nominate the New Director as a director of the Company at its 2019 Annual Meeting of Stockholders or at such subsequent annual meeting at which the New Director would be up for re-election based on his term of appointment (such notice to be provided not later than the date that is 10 calendar days prior to the deadline established pursuant to the Company’s Amended and Restated Bylaws for the submission of stockholder nominations for the applicable annual meeting where such nomination is not to be included in the Company’s proxy statement for such annual meeting), and (ii) in the event that the New Director is appointed to the Board, the date on which the New Director ceases to serve as a director unless (a) the New Director ceases to serve as

a director due to a Termination Event pursuant to Section 1.2 or (b) the Company is complying with its obligations under Section 1.3 to identify and appoint an Approved Replacement Candidate.

**2.2 Voting Agreement.** During the Voting Period, at any annual or special meeting of stockholders of the Company called, or at any adjournment thereof, or in any other circumstances upon which a vote, consent or other approval (including by written consent) is sought from Nia with respect to the election of directors or any other matter, Nia shall vote (or cause to be voted) the Nia Shares on each director nomination or other matter presented for a vote, consent or other approval in accordance with the formal recommendation of a majority of the Board (acting as such).

**2.3 Unauthorized Proposal.** During the Voting Period, Nia shall not, directly or indirectly (including through agents or attorneys or affiliated entities), provide assistance, information, encouragement or advice (including by way of furnishing nonpublic information) to any third party in connection with any vote, consent, approval or action to be taken by the Company's stockholders that has not been formally recommended by a majority of the Board (acting as such), or take any other action to facilitate a vote, consent or other approval of the Company's stockholders on any matter (or director nomination) not formally recommended by a majority of the Board (acting as such) (an "**Unauthorized Proposal**"), including, without limitation, the solicitation of proxies for a matter (or director nomination) to be voted upon by the Company's stockholders and not formally recommended by a majority of the Board (acting as such). During the Voting Period, Nia shall not, directly or indirectly (including through agents or attorneys or affiliated entities) have any communications with any third parties with respect to (or that could reasonably be expected to lead to) an Unauthorized Proposal.

**2.4 Proxy and Power-of-Attorney.** During the Voting Period, Nia agrees, within five business days after receipt, to execute and deliver to the Company, or cause to be executed and delivered to the Company, all proxy cards and written consents received by Nia from the Company with respect to the election of directors or any other matter, in each case directing that the Nia Shares held by Nia as of the applicable record date be voted in accordance with Section 2.2. In furtherance of the foregoing, Nia hereby appoints the Company and any designee of the Company, and each of them individually, as Nia's proxy and attorney-in-fact, with full power of substitution and resubstitution, to vote or act by written consent during the Voting Period with respect the Nia Shares in accordance with Section 2.2. This proxy is given to secure the performance of the duties of Nia under this Agreement. Nia shall take such further action or execute such other instruments as may be necessary to effectuate the intent of this proxy. The proxy and power of attorney granted pursuant to this Section 2.4 by Nia shall be irrevocable during the Voting Period, shall be deemed to be coupled with an interest sufficient in law to support an irrevocable proxy and shall revoke any and all prior proxies granted by Nia. The power of attorney granted by Nia herein is a durable power of attorney and shall survive the

dissolution, bankruptcy, death or incapacity of Nia. The proxy and power of attorney granted hereunder shall terminate upon the expiration of the Voting Period.

### **3. Representations and Warranties.**

**3.1 Nia Enforceability.** The New Director and the Trust each represents and warrants to the Company that it has all requisite power to execute and deliver this Agreement and that the execution, delivery and performance of this Agreement by them will not and does not conflict with any agreement, arrangement or understanding, written or oral, to which the New Director or the Trust is a party or by which such party is bound. Upon its execution and delivery, this Agreement will be a valid and binding obligation of the New Director and the Trust, enforceable against the New Director and the Trust in accordance with its terms. The New Director and the Trust each certifies and agrees that it has not and will not enter into any agreement, arrangement or understanding, either written or oral, in conflict with this Agreement without notifying the Company in advance and receiving the Company's express written permission.

**3.2 Power to Vote.** Nia has full power to vote the Nia Shares owned as of the date hereof as provided in Section 2. Neither Nia nor any of the Nia Shares is subject to any voting trust, proxy or other agreement, arrangement or restriction with respect to the voting of the Nia Shares, except as otherwise contemplated by this Agreement. During the Voting Period, Nia will not enter into any voting trust, proxy or other agreement, arrangement or restriction with respect to the voting of the Nia Shares, except as otherwise contemplated by this Agreement.

**3.3 Company Policies.** The New Director and the Trust each represents and warrants to the Company that, at all times (if any) while serving as a member of the Board, the New Director shall comply with all policies, procedures, processes, codes, rules, standards and guidelines applicable to the Company's Board members, including the Company's code of business conduct and ethics, securities trading policies, anti-hedging policies, Regulation FD-related policies, director confidentiality policies and corporate governance guidelines.

**3.4 Company Enforceability.** The Company represents and warrants to Nia that it has all requisite power to execute and deliver this Agreement and that the execution, delivery and performance of this Agreement by it will not and does not conflict with any of its organizational documents or any agreement, arrangement or understanding, written or oral, to which the Company is a party or by which the Company is bound. Upon its execution and delivery, this Agreement will be a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms. The Company certifies and agrees that it has not and will not enter into any agreement, arrangement or understanding, either written or oral, in conflict with this Agreement without notifying Nia in advance and receiving Nia's express written permission.

### **4. Nondisparagement.**

**4.1** During the Voting Period, Nia shall not, directly or indirectly (including through officers, directors, employees, agents, attorneys or affiliated entities), disparage the Company or its respective officers, directors, employees, business operations, stockholders and agents, as



applicable, in any manner likely to be harmful to them or their business, business reputation or personal reputation, nor shall Nia provide assistance, information, encouragement or advice to any third party for the purpose of disparaging the Company or its respective officers, directors, employees, business operations, stockholders and agents, as applicable, in any manner likely to be harmful to them or their business, business reputation or personal reputation; provided that the foregoing shall not prevent Nia from (a) responding accurately and fully to any question, inquiry or request for information when required by legal process (provided that Nia provides the Company with reasonable advance notice, to the extent legally permissible, of such disclosure and, at the Company's reasonable request and expense, uses commercially reasonable efforts to assist the Company with taking whatever measures may be at Nia's or the Company's disposal to prevent such disclosure or to secure confidential treatment with respect to such disclosure), (b) enforcing its rights under this Agreement, or (c) engaging in non-public communications with the Company, its officers and directors.

**4.2** During the Voting Period, the Company shall not, directly or indirectly (including through officers, directors, employees, agents, attorneys or affiliated entities), disparage Nia or any of its respective officers, directors, employees, managers, members, partners, business operations, investment strategies or agents, as applicable, in any manner likely to be harmful to any of them or their business, business reputation or personal reputation, nor shall the Company provide assistance, information, encouragement or advice to any third party for the purpose of disparaging Nia or any of its respective officers, directors, employees, managers, members, partners, business operations, investment strategies or agents, as applicable, in any manner likely to be harmful to any or them or their business, business reputation or personal reputation; provided that the foregoing shall not prevent the Company from (a) responding accurately and fully to any question, inquiry or request for information when required by legal process (provided that the Company provides Nia with reasonable advance notice, to the extent legally permissible, of such disclosure and, at Nia's reasonable request and expense, uses commercially reasonable efforts to assist Nia with taking whatever measures may be at the Company's or Nia's disposal to prevent such disclosure or to secure confidential treatment with respect to such disclosure), (b) enforcing its rights under this Agreement, or (c) engaging in non-public communications with Nia.

## **5. Form 8-K And Press Release.**

**5.1** Promptly following the execution of this Agreement, the Company shall issue a Form 8-K and/or a press release with respect to the execution and delivery of this Agreement and the material provisions hereof, in each case, as necessary to comply with applicable securities laws.

## **6. Miscellaneous.**

**6.1 Governing Law; Venue.** This Agreement shall be construed, enforced, and interpreted pursuant to the laws of the State of Delaware, without regard to choice of law rules, as applied to contracts made and to be performed entirely in Delaware. The parties agree that any proceeding brought by either party under or in relation to this Agreement, including without limitation to interpret or enforce any provision of this Agreement, shall be brought in, and each party agrees to and does hereby irrevocably submit to the exclusive jurisdiction and venue of,

any state or federal court located in the State of Delaware in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agree that all claims in respect of the proceeding shall be heard and determined only in any such court and agree not to bring any proceeding arising out of or relating to this Agreement in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained agreement between the parties irrevocably to waive any objections to venue or to convenience of forum.

**6.2 Assignability.** Except as otherwise provided in this Agreement, neither the Company nor Nia may sell, assign or delegate any rights or obligations under this Agreement, except that the Company, if it is a party to any merger, consolidation, share exchange, business combination or similar transaction that results in a change in control of the Company and the Company is not the surviving entity in such transaction, may assign this Agreement to the surviving entity in such transaction.

**6.3 Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior written and oral agreements between the parties regarding the subject matter of this Agreement.

**6.4 Headings.** Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.

**6.5 Notices.** Any notice or other communication required or permitted by this Agreement to be given to a party shall be in writing and shall be deemed given upon receipt if delivered personally or by commercial messenger or courier service, or three business days after mailing if mailed by U.S. registered or certified mail (return receipt requested, postage prepaid), or upon receipt if sent via facsimile (with receipt of confirmation of complete transmission) to the party at the party's address or facsimile number written below or at such other address or facsimile number as the party specifies in writing by like notice. A copy of any such notice shall also be given by email transmission.

If to the Company, to:

U.S. Auto Parts Network, Inc.  
16941 Keegan Ave.  
Carson, CA 90746  
Attn: General Counsel  
Facsimile: (310) 735-0089  
Email: deisler@usautoparts.com

If to Nia, to:

16767 Terryhill Pl  
Los Angeles, CA 90049  
Attn: Mehran Nia  
Email: nia.mehran@yahoo.com

**6.6 Amendments; Waiver.** No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by Nia and the Company.

**6.7 Expenses.** The Company and Nia shall each bear its respective expenses and legal fees incurred with respect to this Agreement and the transactions contemplated herein.

**6.8 Attorneys' Fees.** In any court action at law or equity that is brought by one of the parties to this Agreement to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, in addition to any other relief to which that party may be entitled.

**6.9 Equitable Remedy.** The parties hereto hereby declare that irreparable damage would occur, and that it is impossible to measure in money the damages which will accrue, by reason of a failure of a party to perform any of its obligations under this Agreement and agree that the terms of this Agreement shall be specifically enforceable (in addition to any other remedy to which a party is entitled at law or in equity). If a party (a "**Moving Party**") institutes any action or proceeding to specifically enforce the provisions of this Agreement, or to obtain injunctive or other equitable relief to prevent any breach or threatened breach of this Agreement, the other party hereby waives the claim or defense therein that the Moving Party has an adequate remedy at law, and shall not offer in any such action or proceeding the claim or defense that such remedy at law exists. In any such case, the Moving Party will not be required to post a bond or other security.

**6.10 Further Assurances.** Nia and the Company each agree, upon request by the other party, to execute and deliver any further documents or instruments necessary or desirable to carry out the purposes or intent of this Agreement.

**6.11 Severability.** If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.

**6.12 Counterparts and Facsimiles.** This Agreement may be executed electronically or via facsimile and in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Electronic or facsimile signatures shall be deemed original signatures for all purposes.

*[Signature Page to Follow]*

**In Witness Whereof**, the parties hereto have executed this Agreement as of the date set forth above.

**U.S. Auto Parts Network, Inc.**

By: /s/ Aaron Coleman

Name: Aaron Coleman

Title: Chief Executive Officer

**Mehran Nia**

/s/ Mehran Nia

**Nia Living Trust Established  
September 2, 2004**

By: /s/ Mehran Nia

Name: Mehran Nia

Title: Trustee



Corporate Headquarters  
16941 Keegan Avenue  
Carson, California 90746  
Phone and Fax: (310) 735-0089

May 31, 2018

Mina Khazani ("**Ms. Khazani**") and Mina Khazani Living Trust, Dated May 30, 2007 (the "**Trust**" and together with Ms. Khazani, the "**Stockholder**")

**Re: Board Agreement between U.S. Auto Parts Network, Inc. and Mehran Nia**

Dear Ms. Khazani,

Reference is made to the proposed Board Candidate Agreement (the "**Board Agreement**") to be entered into between U.S. Auto Parts Network, Inc. (the "**Company**") and Mehran Nia ("**Mr. Nia**") pursuant to which Mr. Nia would be appointed to the Company's Board of Directors, the form of Board Agreement which is set forth as Exhibit A hereto. Upon execution of the Board Agreement by the Company and Mr. Nia, Stockholder hereby agrees during the Voting Period (as defined in the Board Agreement) to vote all shares of voting capital stock of the Company registered in Stockholder's name or beneficially owned by Stockholder (as determined by Rule 13d-3 of the Securities Exchange Act of 1934, as amended), including any and all voting securities of the Company legally or beneficially acquired by Stockholder after the date hereof (hereinafter collectively referred to as the "**Stockholder Shares**"), in accordance with the following provision: At any annual or special meeting of stockholders of the Company called, or at any adjournment thereof, or in any other circumstances upon which a vote, consent or other approval (including by written consent) is sought from Stockholder with respect to the election of directors or any other matter, Stockholder shall vote (or cause to be voted) the Stockholder Shares on each director nomination or other matter presented for a vote, consent or other approval in accordance with the formal recommendation of a majority of the Board (acting as such).

In addition, during the Voting Period, Stockholder agrees, within five business days after receipt, to execute and deliver to the Company, or cause to be executed and delivered to the Company, all proxy cards and written consents received by Stockholder from the Company with respect to the election of directors or any other matter, in each case directing that the Stockholder Shares as of the applicable record date be voted in accordance with the terms of this letter agreement. In furtherance of the foregoing, Stockholder hereby appoints the Company and any designee of the Company, and each of them individually, as Stockholder's proxy and attorney-in-fact, with full power of substitution and resubstitution, to vote or act by written consent during the Voting Period with respect the Stockholder Shares in accordance with this letter agreement. This proxy is given to secure the performance of the duties of Stockholder under this letter agreement. Stockholder shall take such further action or execute such other instruments as may be necessary to effectuate the intent of this proxy. The proxy and power of attorney granted pursuant to this letter agreement by Stockholder shall be irrevocable during the Voting Period, shall be deemed to be coupled with an interest sufficient in law to support an irrevocable proxy and shall revoke any and all prior proxies granted by Stockholder. The power of attorney granted by Stockholder herein is a durable power of attorney and shall survive the dissolution, bankruptcy, death or incapacity of Stockholder. The proxy and power of attorney granted hereunder shall terminate upon the expiration of the Voting Period.

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This letter agreement shall be governed by and construed under the laws of the State of Delaware as such laws are applied to agreements among Delaware residents entered into and performed entirely within the State of Delaware, without reference to the conflict of laws provisions thereof. This letter agreement constitutes the full and entire understanding and agreement between the parties with regard to the subject matter hereof. This letter agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Signatures delivered by facsimile or electronic transmission shall be treated as original signatures hereto.

The parties have executed this letter agreement as of the date first written above.

**U.S. Auto Parts Network, Inc.**

By: /s/ Aaron Coleman

Name: Aaron Coleman

Title: Chief Executive Officer

**ACCEPTED AND AGREED:**

**Mina Khazani**

By: /s/ Mina Khazani

Name: Mina Khazani

Title:

**Mina Khazani Living Trust, Dated May 30, 2007**

By: /s/ Mina Khazani

Name: Mina Khazani

Title: Trustee

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**Exhibit A**

Board Agreement