

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

Current report filing

Filing Date: **2010-06-01** | Period of Report: **2010-05-25**
SEC Accession No. **0000950123-10-054446**

([HTML Version](#) on [secdatabase.com](#))

FILER

Constant Contact, Inc.

CIK: **1405277** | IRS No.: **043285398** | State of Incorporation: **DE** | Fiscal Year End: **1231**
Type: **8-K** | Act: **34** | File No.: **001-33707** | Film No.: **10868128**
SIC: **7331** Direct mail advertising services

Mailing Address
1601 TRAPELO ROAD
SUITE 329
WALTHAM MA 02451

Business Address
1601 TRAPELO ROAD
SUITE 329
WALTHAM MA 02451
781-472-8100

**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 25, 2010

Constant Contact, Inc.

(Exact Name of Registrant as Specified in Charter)

Delaware

001- 33707

04-3285398

(State or Other Jurisdiction of
Incorporation)

(Commission File Number)

(IRS Employer
Identification No.)

**1601 Trapelo Road, Third Floor
Waltham, Massachusetts**

02451

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code: **(781) 472-8100**

(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 (see General Instruction A.2. below):

- 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))
-
-

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

On June 1, 2010, Constant Contact, Inc. (the “Company”) announced that Harpreet S. Grewal has been appointed as Executive Vice President, Chief Financial Officer and Treasurer of the Company, with an expected start date of July 6, 2010. Upon Mr. Grewal’s start date, Robert P. Nault will step down as the Company’s interim Chief Financial Officer and will remain the Company’s Vice President and General Counsel.

Mr. Grewal, age 43, served as Chief Financial Officer of TheLadders.com, an online job search platform and recruiting company, from September 2009 to June 2010. From October 2006 to October 2008, Mr. Grewal served as Executive Vice President and Chief Financial Officer of Vistaprint Limited, a publicly traded provider of marketing services to small businesses. From August 2002 to September 2006, Mr. Grewal served as Senior Vice President and Chief Financial Officer of GoldenSource Corporation, a global provider of enterprise data management software for financial institutions. From July 1999 to August 2002, Mr. Grewal served as Chief Financial Officer of eGain Communications, a publicly traded provider of CRM software solutions. From 1996 to 1999, Mr. Grewal served in numerous finance and strategy positions during his tenure at PepsiCo and Pepsi-Cola North America. Mr. Grewal also worked in the early 1990s in the investment banking group at Wasserstein Perella & Co. Mr. Grewal received a Bachelor of Arts degree in Economics from the University of California at Berkeley in 1988 and a Master of Arts in International Studies from Johns Hopkins School of Advanced International Studies in 1996. Mr. Grewal has not served as a director of a public company during the past five years.

There are no family relationships between Mr. Grewal and any director or other executive officer of the Company, or with any person selected to become an officer or a director of the Company. The Company has had no transactions since the beginning of its last fiscal year, and has no transactions proposed, in which Mr. Grewal, or any member of his immediate family, has a direct or indirect material interest.

On May 25, 2010, the Company entered into a letter agreement (the “Letter Agreement”) with Mr. Grewal in connection with Mr. Grewal’s appointment as the Company’s Executive Vice President, Chief Financial Officer and Treasurer. Under the Letter Agreement, Mr. Grewal will serve as an at-will employee of the Company and will receive an annual base salary of \$300,000, as it may be adjusted in the sole discretion of the compensation committee of the Company’s board of directors (the “Compensation Committee”). Mr. Grewal will be eligible to participate in the Company’s 2010 executive cash incentive bonus program, with an annualized target bonus of \$200,000, which will be prorated to reflect the actual number of days that Mr. Grewal is employed by the Company during 2010. Mr. Grewal will also be eligible to participate in benefit programs that the Company establishes and makes available to its employees from time to time to the same extent available to similarly situated employees of the Company.

Pursuant to the Letter Agreement and subject to approval by the Compensation Committee, Mr. Grewal will receive the following equity-based awards under the Company’s 2007 stock incentive plan:

The Company will grant Mr. Grewal a stock option to purchase 40,000 shares of the Company’s common stock, which stock option will vest as to 25% of the shares underlying such stock option on the first anniversary of the date of grant and as to 6.25% of the shares originally underlying such stock option for each of the 12 calendar quarters thereafter, subject to Mr. Grewal’s continued employment with the Company. The exercise price of Mr. Grewal’s stock option will be equal to the closing, or last sale, price of the Company’s common stock

on the Nasdaq Global Market on the date of grant. Mr. Grewal' s stock option will be an incentive stock option, to the extent permitted by the Internal Revenue Code of 1986, as amended, and will have a ten-year term.

The Company will grant to Mr. Grewal 80,000 restricted stock units, of which 20,000 units will vest upon the achievement by the Company of a specified annualized revenue run rate target, provided that such target is achieved by December 31, 2014. The remaining 60,000 units will vest as to 25% of such units on the first anniversary of the date of grant and as to 6.25% of such units for each of the 12 calendar quarters thereafter.

If the Company undergoes a "change of control" (as will be defined in the agreements evidencing the awards described above), 50% of any then-unvested awards will vest immediately prior to the effective time of such change of control. In addition, if Mr. Grewal' s employment is terminated within the one-year period following such change of control without "cause" (as defined in the Letter Agreement), then the remaining unvested balance of such awards will vest as of such date of termination.

If Mr. Grewal' s employment with the Company is terminated by the Company without cause or by Mr. Grewal for "good reason" (as defined in the Letter Agreement), Mr. Grewal will continue to receive his base salary and health and dental insurance benefits for 12 months after the date of Mr. Grewal' s termination, in each case subject to Mr. Grewal' s execution and delivery of a severance agreement and release satisfactory to counsel for the Company.

If Mr. Grewal' s employment with the Company is terminated by the Company with cause or by Mr. Grewal without good reason, Mr. Grewal will be entitled to receive earned but unpaid base salary, accrued but unused vacation time in accordance with the Company' s standard vacation accrual policies and any unpaid expense reimbursements in accordance with the Company' s standard expense reimbursement policies.

The foregoing summary of the Letter Agreement does not purport to be complete and is qualified in its entirety by reference to the Letter Agreement, a copy of which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

A copy of the press release issued by the Company on June 1, 2010 announcing Mr. Grewal' s appointment as Executive Vice President, Chief Financial Officer and Treasurer is attached hereto as Exhibit 99.1.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits*

See Exhibit Index hereto.

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	Letter Agreement, dated as of May 25, 2010, between the Company and Harpreet S. Grewal
99.1	Press Release issued by the Company on June 1, 2010



May 25, 2010
Mr. Harpreet S. Grewal
88 Kingston Street
Unit 7D
Boston, MA 02111

Dear Harpreet:

On behalf of Constant Contact, Inc. (the "Company"), I am very pleased to offer you employment with the Company. The purpose of this letter is to summarize the terms of your employment with the Company, should you accept our offer.

1. Employment. You will be employed, effective July 6, 2010, to serve in the position of Executive Vice President, Chief Financial Officer and Treasurer of the Company, reporting to the Chief Executive Officer. You will be an exempt employee. During the period of your service, you agree to devote your full business time, best efforts, skill, knowledge, attention, and energies to the advancement of the Company's business and interests and to the performance of your duties and responsibilities as an employee of the Company. You shall have all of the customary authority and duties associated with your position. Notwithstanding the foregoing, nothing contained herein shall preclude you from: (a) serving on the boards of directors of other companies or organizations, including not-for-profits, with the approval of the Chief Executive Officer or the Board of Directors of the Company, such approval not to be unreasonably withheld; (b) investing in and managing your personal passive investments; or (c) pursuing your personal, financial and legal affairs, provided that such activity does not interfere with the performance of your obligations under this letter.

2. Compensation. Your base rate of compensation (or base salary) will be \$12,500 per semi-monthly pay period (which is equivalent to \$300,000 annually), less all applicable federal, state and local taxes and withholdings, to be paid in accordance with the Company's standard payroll practices. Such base salary may be adjusted in the sole discretion of the Compensation Committee of the Board of Directors.

3. Variable Compensation. You will be eligible for variable compensation payments according to the Constant Contact 2010 Executive Cash Incentive Bonus Plan as defined for you by the Compensation Committee of the Board of Directors. This plan defines specific quarterly Company financial targets and customer satisfaction targets set by the Compensation Committee as well as annual individual performance goals to be established for you by the Chief Executive Officer in consultation with you. The financial targets for the first half of 2010 have been established by the Compensation Committee. The financial targets for the second half of 2010 will be established by the Compensation Committee at the time the Board of Directors approves the Company' s second half 2010 budget. The customer satisfaction targets for 2010 have been established by the Compensation Committee. All targets may be adjusted by the Compensation Committee as the needs of the business dictate. The Compensation Committee will make all determinations as to whether any such objectives have been met. For 2010, you will be eligible for an annualized target bonus of \$200,000, which will be prorated to reflect the actual number of days that you are employed during the year. You acknowledge receipt of the 2010 Executive Cash Incentive Bonus Plan.

4. Benefits. You shall be eligible to participate in any and all benefit programs that the Company establishes and makes available to its employees from time to time to the same extent generally available to similarly situated employees of Company, provided that you are eligible under (and subject to all provisions of) the plan documents governing those programs. Such benefits may include: participation in group medical and dental insurance programs, term life insurance, long-term disability insurance, participation in the Company' s 401(k) plan and indoor parking. The benefits made available by the Company, and the rules, terms and conditions for participation in such benefit plans, may be changed by the Company at any time and from time to time without advance notice.

5. Severance Benefits.

(a) Termination Without Cause or Good Reason. In the event that your employment is terminated by the Company or any successor company without cause (as defined below) or you terminate your employment for good reason (as defined below), then you will continue to receive your base salary and health and dental insurance benefits for a period of time after the date of termination equal to 12 months, in each such case subject to your execution and delivery of a severance agreement and release drafted by and satisfactory to counsel for the Company. "Cause" shall mean, for purposes of this letter, willful misconduct by you relating to your duties to the Company, or willful failure by you to perform your responsibilities to the Company (including, without limitation, breach by you of any provision of any nondisclosure, non-competition or other similar written agreement between you and the Company), as determined by the Company. No act or failure to act by you shall be considered willful unless it is done, or omitted to be done, in bad faith or without a reasonable belief by you that your actions or omissions were in the best interests of the Company. "Good Reason" shall mean, for purposes of this letter, the occurrence of any of the following events without your prior written consent: (i) a material diminution in your base compensation; (ii) a material diminution in your duties, authority or responsibilities; (iii) a material relocation; or (iv) a material breach of this letter; provided, however, that no such event or condition shall constitute Good Reason unless (x) you give the Company written notice of termination for Good Reason not more than 90 days

after the initial existence of the condition, (y) the grounds for termination (if susceptible to correction) are not corrected by the Company within 30 days of its receipt of such notice and (z) your termination of employment occurs within one year following the Company's receipt of such notice. Exhibit A attached hereto provides some additional details and requirements regarding your potential severance benefits.

(b) Termination With Cause or Without Good Reason. In the event your employment is terminated by the Company with Cause or by you without Good Reason (i.e., voluntarily), at the time of such termination you shall receive payment for (i) earned but unpaid base salary, (ii) accrued but unused vacation time in accordance with the Company's standard vacation accrual policies and (iii) any unpaid expense reimbursements in accordance with the Company's standard expense reimbursement policies.

6. Vacation. You shall be eligible for a maximum of 20 days of vacation per calendar year, subject to pro-rata to your date of hire. The number of vacation days for which you are eligible shall accrue at a monthly rate during any month that you are employed during such calendar year. In accordance with Company policy, in the event that available vacation time is not used by the benefit year, employees may carry unused time (maximum of 5 days) forward to the next calendar year.

7. Stock Incentive Program. You will be eligible to participate in the Company's stock incentive program. Subject to approval by the Compensation Committee, the Company will grant to you a stock option to purchase 40,000 shares of the Company's Common Stock. This option will be subject to a vesting schedule and no further vesting will occur under any circumstances after any termination of your employment, regardless of the circumstances relating to such termination and regardless of whether such termination is effected by the Company or by you. This option will vest (i.e., become exercisable) as to 25% one year after your effective date of employment and thereafter at a rate of 6.25% of the total share amount per quarter for each of the 12 quarters thereafter, subject to your continued employment by the Company. In addition, subject to approval by the Compensation Committee, the Company will grant to you 80,000 restricted stock units ("RSUs"). 60,000 of the overall RSUs will be time-based and will be subject to a vesting schedule as follows: 25% will vest one year after your effective date of employment and thereafter at a rate of 6.25% of the total share amount per quarter for each of the 12 quarters thereafter, subject to your continued employment by the Company. 20,000 of the overall RSUs will be performance based and will vest in full if the Company achieves an annualized revenue run rate of \$500 million by December 31, 2014 (i.e., your RSU would vest if the Company achieves monthly revenue in excess of \$41,666,666 for any calendar month prior to and including the month of December, 2014). The performance based RSUs will expire if the performance target is not met by such date. Similar to your stock options, no further vesting of your RSUs will occur under any circumstances after any termination of your employment, regardless of the circumstances relating to such termination and regardless of whether such termination is effected by the Company or by you. In the event that there is a change of control (to be defined) of the Company, then 50% of the stock option and the RSUs (collectively, the "awards") that are unvested as of the effective time of the change of control will vest immediately prior to such effective time. In addition, in the event that your employment is terminated within the one-year period following such change of control without

Cause (as defined above in Section 5), then the remaining unvested balance of your awards shall vest as of the date of termination. The exercise price for your stock option will be equal to the fair market value of a share of Common Stock on the date of grant of the option as determined by the Compensation Committee. The awards will be issued pursuant to the Company's 2007 Stock Incentive Plan and will be subject to all of the terms and conditions set forth in such plan and the agreements covering the awards, which must be executed by you and the Company to effect the grant of any option or RSU. "Change of control" will be as defined in your stock option and RSU agreements.

8. At-Will Employment. Your employment with the Company will be on an "at-will" basis, meaning that either you or the Company may terminate the employment relationship at any time, for any reason, with or without cause and with or without notice. Although your job duties, title, compensation and benefits, as well as the Company's personnel policies and procedures, may change from time to time, the "at-will" nature of your employment may only be changed by a written agreement signed by you and an authorized officer of the Company that expressly states the intention to modify the at-will nature of your employment.

9. Executive Coaching. In order to ensure that your on-boarding process with the Company is productive for you and the Company, the Company shall provide to you the services of a mutually agreeable executive coach. The expenses of the executive coach shall not exceed \$20,000.

10. Invention, Non-Disclosure and Non-Competition Agreement. As a condition of your employment, you will be required to execute the Company's Invention, Non-Disclosure and Non-Competition Agreement, a copy of which is enclosed with this letter. The non-competition period shall cover the period of your employment and 12 months thereafter.

11. Proof of Legal Right to Work. For purposes of federal immigration law, you will be required to provide the Company with documentary evidence of your identity and eligibility for employment in the United States. Such documentation must be provided to the Company within three (3) business days of your date of hire, or our employment relationship with you may be terminated. You may need to obtain a work visa in order to be eligible to work in the United States. If that is the case, your employment with the Company will be conditioned upon your obtaining a work visa in a timely manner as determined by the Company.

12. Fair Credit Reporting Act Employment Check. You will be required to execute authorizations for the Company to procure consumer reports and investigative consumer reports and to use them in conducting background checks as a condition to your employment. The Company may obtain reports both pre-employment and from time to time during your employment with the Company, as necessary.

13. Company Policies and Procedures. As an employee of the Company, you will be required to comply with all Company policies and procedures. Violations of the Company's policies may lead to immediate termination of your employment. Further, the Company's premises, including all workspaces, furniture, documents and other tangible materials, and all information technology resources of the Company (including computers, data and other

electronic files, and all internet and email) are subject to oversight and inspection by the Company at any time. Company employees should have no expectation of privacy with regard to any Company premises, materials, resources or information.

14. Confidentiality. You agree to hold the terms and provisions of this letter in the strictest confidence and not to disclose such terms or provisions to any third party, employer, person or entity (including, without limitation, any other employee of the Company) without the prior written authorization of the Board of Directors. Notwithstanding the foregoing, you may disclose this letter, and the terms and provisions hereof, to your and the Company's accountants, lawyers and other advisors who have a need to know, as well as to any governmental entities, or in connection with any court proceedings, where such disclosure is required.

15. Other Agreements and Governing Law. You represent that you are not bound by any employment contract, restrictive covenant or other restriction preventing you from entering into employment with or carrying out your responsibilities for the Company, or which is in any way inconsistent with the terms of this letter. The resolution of any disputes under this letter will be governed by the laws of the Commonwealth of Massachusetts. The parties hereby irrevocably submit to and acknowledge and recognize the jurisdiction of the courts of the Commonwealth of Massachusetts, or if appropriate, a federal court located in Massachusetts (which courts, for purposes of this letter, are the only courts of competent jurisdiction), over any suit, action or other proceeding arising out of, under or in connection with this letter or the subject matter hereof.

16. Amendment. No provisions of this letter may be modified, waived, or discharged except by a written document signed by you and a duly authorized Company officer. A waiver of any conditions or provisions of this letter in a given instance shall not be deemed a waiver of such conditions or provisions at any other time in the future.

17. Notices. For all purposes of this letter, all communications, including but not limited to notices, consents, request or approvals, required or permitted to be given under this letter will be in writing and will be deemed to have been duly given when hand delivered or dispatched by electronic facsimile transmission (with receipt confirmed) (if sent during normal business hours; otherwise, if after business hours, then on the next business day), or five business days after having been mailed by United States registered or certified mail, return receipt requested, postage prepaid, or one business day after having been sent by a nationally recognized overnight courier service such as Federal Express or UPS, addressed to the Company (to the attention of the Secretary of the Company) at its principal executive offices and to you at your principal residence, or to such other address as any party may have furnished to the other in writing and in accordance herewith, except that notices of changes of address shall be effective only upon receipt.

18. Successors. This letter shall be binding upon any entity that acquires all or substantially all of the assets or outstanding capital stock (by merger or otherwise) of the Company.

19. Validity. The invalidity or unenforceability of any provision of this letter shall not affect the validity or enforceability of any other provision of this letter, which shall remain in full force and effect.

20. Counterparts. This letter may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute the same instrument.

21. Entire Agreement. This letter represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, including the preliminary offer letter dated April 28, 2010.

If this letter correctly sets forth the initial terms under which you will be employed by the Company, please sign the enclosed duplicate of this letter in the space provided below and return it to me in the attached envelope along with the signed Invention, Non-Disclosure and Non-Competition Agreement. If you do not accept this offer by 5 p.m. on May 26, 2010, this offer will be revoked.

Constant Contact, Inc.

By: /s/ Gail F. Goodman
Gail F. Goodman, Chief Executive Officer

The foregoing correctly sets forth the terms of my at-will employment by the Company.

/s/ Harpreet S. Grewal
Harpreet S. Grewal

Date: May 25, 2010

Enclosures: Invention, Non-Disclosure and Non-Competition Agreement

Exhibit A: Payments subject to Section 409A

Subject to the provisions in this Exhibit A, any severance payments or benefits under this letter shall begin only upon the date of your “separation from service” (determined as set forth below) which occurs on or after the date of termination of your employment. The following rules shall apply with respect to distribution of the payments and benefits, if any, to be provided to you under this letter:

1. It is intended that each installment of the severance payments and benefits provided under this letter shall be treated as a separate “payment” for purposes of Section 409A of the Internal Revenue Code and the guidance issued thereunder (“Section 409A”). Neither the Company nor you shall have the right to accelerate or defer the delivery of any such payments or benefits except to the extent specifically permitted or required by Section 409A.

2. If, as of the date of your “separation from service” from the Company, you are not a “specified employee” (within the meaning of Section 409A), then each installment of the severance payments and benefits shall be made on the dates and terms set forth in this letter.

3. If, as of the date of your “separation from service” from the Company, you are a “specified employee” (within the meaning of Section 409A), then:

a. Each installment of the severance payments and benefits due under this letter that, in accordance with the dates and terms set forth herein, will in all circumstances, regardless of when the separation from service occurs, be paid within the Short-Term Deferral Period (as hereinafter defined) shall be treated as a short-term deferral within the meaning of Treasury Regulation Section 1.409A-1(b)(4) to the maximum extent permissible under Section 409A. For purposes of this letter, the “Short-Term Deferral Period” means the period ending on the later of the fifteenth day of the third month following the end of your tax year in which the separation from service occurs and the fifteenth day of the third month following the end of the Company’s tax year in which the separation from service occurs; and

b. Each installment of the severance payments and benefits due under this letter that is not described in paragraph 3(a) above and that would, absent this subsection, be paid within the six-month period following your “separation from service” from the Company shall not be paid until the date that is six months and one day after such separation from service (or, if earlier, your death), with any such installments that are required to be delayed being accumulated during the six-month period and paid in a lump sum on the date that is six months and one day following your separation from service and any subsequent installments, if any, being paid in accordance with the dates and terms set forth herein; provided, however, that the preceding provisions of this sentence shall not apply to any installment of severance payments and benefits if and to the maximum extent that that such installment is deemed to be paid under a separation pay plan that does not provide for a deferral of compensation by reason of the application of Treasury Regulation 1.409A-1(b)(9)(iii) (relating to separation pay upon an involuntary separation from service). Any installments that qualify for the exception under Treasury Regulation Section 1.409A-1(b)(9)(iii) must be paid no later than the last day of your second taxable year following your taxable year in which the separation from service occurs.

4. The determination of whether and when your separation from service from the Company has occurred shall be made and in a manner consistent with, and based on the presumptions set forth in, Treasury Regulation Section 1.409A-1(h). Solely for purposes of this paragraph 4, "Company" shall include all persons with whom the Company would be considered a single employer under Section 414(b) and 414(c) of the Code.

5. All reimbursements and in-kind benefits provided under this letter shall be made or provided in accordance with the requirements of Section 409A to the extent that such reimbursements or in-kind benefits are subject to Section 409A, including, where applicable, the requirement that (i) any reimbursement is for expenses incurred during your lifetime (or during a shorter period of time specified in this letter), (ii) the amount of expenses eligible for reimbursement during a calendar year may not affect the expenses eligible for reimbursement in any other calendar year, (iii) the reimbursement of an eligible expense will be made on or before the last day of the calendar year following the year in which the expense is incurred and (iv) the right to reimbursement is not subject to set off or liquidation or exchange for any other benefit.

6. The Company may withhold (or cause to be withheld) from any payments made under this letter all federal, state, city or other taxes as shall be required to be withheld pursuant to any law or governmental regulation or ruling.



Constant Contact Names Harpreet Grewal Chief Financial Officer

Harpreet Brings over 20 years of Broad Based Executive and Financial leadership to Constant Contact

WALTHAM, MA – June 1, 2010 – Constant Contact®, Inc. (Nasdaq: CTCT), a leading provider of email marketing, event marketing, social media marketing and online survey tools, today announced the appointment of Harpreet Grewal to the position of executive vice president, chief financial officer and treasurer. Harpreet, who joins the Constant Contact team effective July 6, brings over 20 years of broad based executive and financial leadership to Constant Contact.

Mr. Grewal joins Constant Contact from TheLadders.com, an online job search platform and recruiting company, where he was chief financial officer. Prior to TheLadders.com, Grewal served as executive vice president and chief financial officer of Vistaprint Limited, a publicly traded provider of marketing services to small businesses.

“I am thrilled to announce that we are bringing Harpreet on board as our chief financial officer,” said Gail Goodman, CEO of Constant Contact. “Harp brings an impressive mix of executive leadership, financial and business acumen and high-growth public company experience to Constant Contact. I look forward to him partnering up with the other members of the executive team in helping us continue on our rapid growth trajectory.”

“Constant Contact is in the early stages of a large and expanding opportunity,” said Mr. Grewal. “I am extremely excited to join an outstanding management team and help lead the organization through its continued growth. I am passionate about supporting small businesses and the ability for Constant Contact to leverage its world class customer support model and industry leadership to deliver a transformational value proposition and grow to its full potential.”

Prior to his role at Vistaprint, Mr. Grewal served as senior vice president and chief financial officer at GoldenSource Corporation, a global provider of enterprise data management software for financial institutions, as well as eGain Communications, a publicly traded provider of CRM software solutions. In addition, Grewal served in numerous finance and strategy positions during his tenure at PepsiCo and Pepsi-Cola North America. Mr. Grewal also worked in the investment banking group at Wasserstein Perella & Co.

Mr. Grewal received a Bachelor of Arts degree in Economics from the University of California at Berkeley and a Master of Arts in International Studies from Johns Hopkins School of Advanced International Studies.

About Constant Contact, Inc.

Constant Contact’s email marketing, event marketing, social media marketing, and online survey tools help small organizations grow their businesses by building stronger customer relationships. More than 350,000 small businesses, nonprofits, and member associations worldwide rely on Constant Contact’s easy-to use, affordable online tools to create and deliver personalized, professional communications that engage casual customers, members, prospects, and passionate customers wherever they congregate online – from their email inboxes to their social networks. All Constant Contact products come with unmatched education, training and personal coaching services, and award-winning

technical support. Founded in 1995, Constant Contact is a publicly traded company (Nasdaq: CTCT) with offices in Waltham, Mass.; Loveland, Colo.; and Delray, Fla.; and a Silicon Valley office scheduled to open in 2010. Learn more at www.ConstantContact.com or call 781-472-8100.

Constant Contact and the Constant Contact Logo are registered trademarks of Constant Contact, Inc. All Constant Contact product names and other brand names mentioned herein are trademarks or registered trademarks of Constant Contact, Inc. All other company and product names may be trademarks or service marks of their respective owners.

Cautionary Language Concerning Forward-Looking Statements

This press release contains “forward-looking statements” within the meaning of the “safe harbor” provisions of the Private Securities Litigation Reform Act of 1995, including but not limited to, statements regarding Constant Contact’s growth potential and market opportunity. These forward-looking statements are made as of the date they were first issued and were based on current expectations, estimates, forecasts and projections as well as the beliefs and assumptions of our management. Words such as “expect,” “anticipate,” “should,” “believe,” “hope,” “target,” “project,” “goals,” “estimate,” “potential,” “predict,” “may,” “will,” “might,” “could,” “intend,” variations of these terms or the negative of these terms and similar expressions are intended to identify these forward-looking statements. Forward-looking statements are subject to a number of risks and uncertainties, many of which involve factors or circumstances that are beyond Constant Contact’s control. Constant Contact’s actual results could differ materially from those stated or implied in forward-looking statements due to a number of factors, including but not limited to the risks detailed in Constant Contact’s most recent Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission as well as other documents that may be filed by the Company from time to time with the Securities and Exchange Commission. Past performance is not necessarily indicative of future results. The forward-looking statements included in this press release represent Constant Contact’s views as of the date of this press release. The Company anticipates that subsequent events and developments will cause its views to change. Constant Contact undertakes no intention or obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. These forward-looking statements should not be relied upon as representing Constant Contact’s views as of any date subsequent to the date of this press release.

###

(CTCT-F)

Media Contact:

Christopher Nahil
Constant Contact
(781) 472-8134
<mailto:cnahil@constantcontact.com>

Investor Contact:

Jeremiah Sisitsky
Constant Contact
(339) 222-5740
jsisitsky@constantcontact.com