

SECURITIES & EXCHANGE COMMISSION EDGAR FILING

Hudson Ltd.

Form: S-8

Date Filed: 2020-06-29

Corporate Issuer CIK: 1714368

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

FORMS-8

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

HUDSON LTD.

(Exact Name)



PART I

The information specified in Item 1 and Item 2 of Part I of Form S-8 is omitted from this filing in accordance with the provisions of Rule 428 under the Securities Act and the introductory note to Part I of the Form S-8 instructions. The document containing the information specified in Part I will be delivered to the participants in the Plan as required by Rule 428(b)(1). In accordance with the rules and regulations of the U.S. Securities and Exchange Commission (the "Commission") and the instructions to Form S-8, such documents are not being filed with the Commission either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 under the Securities Act.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, on June 29, 2020.

Hudson Ltd.

By: /s/Roger Fordyce

Name: Roger Fordyce

Title: Chief Executive Officer

By: U

INDEX TO EXHIBITS

Exhibit Number

23.1	Consent of Ernst & Young AG (filed herewith).
24	Powers of Attorney (included in the signature pages hereto).
99.1	Hudson Ltd. Long-Term Incentive Plan (filed herewith).

HUDSON LTD.
LONG-TERM INCENTIVE PLAN
FOR SELECTED MANAGEMENT MEMBERS

ARTICLE 1
PURPOSE

The purpose of the Plan is to provide Eligible Persons with an opportunity to obtain an Award and thus provide an increased incentive for these Persons to make significant and extraordinary contributions to the long-term performance and growth of the Company Group, enhancing the value of the Shares for the benefit of the shareholders of the Company and increasing the ability of the Company Group to attract and retain Persons of exceptional skills.

Capitalized terms not defined herein shall have the meaning for such term set forth in Appendix 1.

ARTICLE 2
ADMINISTRATION AND RESPONSIBILITIES

Unless otherwise provided in the Plan, or an individual Award Agreement, the Plan Administrator is entitled to interpret the provisions of the Plan, issue and amend rules governing the management of the Plan and engage in all other activities necessary for the enforcement of the Plan. The Plan Administrator's decisions pursuant to the provisions of the Plan shall be binding and conclusive on all persons and corporate bodies, including without limitation the Company Group, Participants and any other party interested or claiming to be interested in benefits under the Plan.

ARTICLE 3
SHARES SUBJECT TO THE PLAN

The Company Group undertakes to make available the required number of Shares which the Participants may be entitled to, based on the number of Shares underlying their vested Awards. For the purposes of satisfying its obligations under the Plan, the Company Group shall use Shares that it purchases on the open market or draws from its own treasury shares.

However, the Company Group shall not be required to segregate any Shares which may at any time be needed under the Plan and the Plan shall constitute an unfunded plan of the Company Group.

ARTICLE 4
ELIGIBILITY

The right to receive Awards is limited to Eligible Persons as determined by the Plan Administrator.

The Shares are not subject to any disposal restrictions other than the rules of applicable law, stock exchange regulations and regulations of the Company on the purchase or sale of the



ARTICLE 11
CHANGE OF CONTROL

Each Award Agreement will set forth the effect of a Change of Control (as defined in the Award Agreement) on any Awards that are unvested or otherwise outstanding at the time of the Change of Control.

ARTICLE 12
CORPORATE EVENTS

In events such as extraordinary cash dividend, share subdivision split-up, spin-off, exchange of shares, reorganization or other similar corporate event materially affecting the Shares underlying the Awards such that the Plan Administrator determines an adjustment is equitable in order to preserve the benefits intended to be made available under this Plan, then the Awards shall be adjusted, exchanged and/or, if deemed appropriate, a cash payment to Participants or persons having outstanding Awards shall be made. Such adjustment shall take into consideration the objectives of the Plan, and it shall be final and binding.

ARTICLE 13

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ARTICLE 18
EFFECTIVE DATE

This Plan is effective as of July 30, 2018.

For the Board of Directors (based on the resolutions of the Board of Directors and the Nomination and Remuneration Committee, both dated July 30, 2018):

/s/ Julian Diaz
Julian Diaz
Deputy Chairman

"Grant Date"	shall mean the date for the applicable year of grant as provided in the Award Agreement
"Participant"	shall mean an Eligible Person who has received an Award and who becomes subject to terms and conditions of the Plan.
"Performance Period"	shall mean the period of three (3) years during which PSUs are subject to performance conditions.
"Performance Metric"	shall mean the performance metric applicable to PSUs determined annually by the Plan Administrator and set forth in an individual Award Agreement
"Performance Target"	shall mean the performance target which needs to be achieved in order for each PSU to vest as determined by the Plan Administrator and set forth in an individual Award Agreement
"Person"	shall mean any natural person or an entity.
"Plan"	shall mean the Company's Long-Term Incentive Plan and this Appendix I thereto.
"Plan Administrator"	shall mean any member or members of the Board to whom the Board has delegated its authority under the Plan.
"PSU"	shall mean a performance share unit which is a conditional right to Share(s) allocated pursuant to the conditions of Article 5 of the Plan and the Award Agreement
"RSU"	shall mean a restricted share unit which is a conditional right to Share(s) allocated pursuant to the conditions of Article 6 of the Plan and the Award Agreement

"Scheduled Vesting Date"	shall mean the date, as specified in the Award Agreement, upon which the Participant has an unconditional entitlement to be granted ownership of Shares, subject to the conditions specified in the Award Agreement
"Share"	shall mean a Class A common share or shares in the share capital of the Company as listed on the New York Stock Exchange.
"Subsidiary"	shall mean any corporation, limited liability company, joint venture or partnership of which the Company (a) directly or indirectly owns, either directly or indirectly, more than fifty percent (50%) of (i) the total combined voting power of all classes of voting securities of such entity, (ii) the total combined equity interests, or (iii) the capital or profit interests, in the case of a partnership; or (b) otherwise has the power to vote, either directly or indirectly, sufficient securities to elect a majority of the board of directors or similar governing body.
"Vesting Note"	shall mean a notice to the holder of PSUs that, to the extent specified in the notice, the performance conditions applicable to the PSUs have been satisfied.