
**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): November 15, 2017

InfuSystem Holdings, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

001-35020
(Commission
File Number)

20-3341405
(I.R.S. Employer
Identification No.)

31700 Research Park Drive
Madison Heights, Michigan 48071
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (248) 291-1210

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 (*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))

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.

(c) On November 16, 2017, InfuSystem Holdings, Inc. (the “Company”) announced that its Board of Directors (the “Board”) has appointed Richard DiIorio as the Company’s Chief Executive Officer and a member of the Board, effective November 15, 2017.

Mr. DiIorio, age 43, has served as a member of the Company’s Office of the President since May 2017 and as General Manager of Oncology since December 2016. Mr. DiIorio served as the Company’s Executive Vice President of Oncology Sales from July 2014 to November 2016 and Regional Vice President and Vice President Strategic Development from August 2010 to July 2014. Mr. DiIorio joined the Company in January 2004 and served as Territory Manager until July 2010. During Mr. DiIorio’s 13-year tenure with the Company, he has received numerous awards and honors. Prior to joining the Company, Mr. DiIorio held various sales and sales leadership roles at Stryker Medical, Novartis Pharmaceuticals, and Thermo Scientific. He earned a Bachelor of Science degree in Biology from Boston College.

In connection with Mr. DiIorio’s appointment as Chief Executive Officer, the Company entered into an Employment Agreement, effective as of November 15, 2017, with Mr. DiIorio (the “Employment Agreement”). The Employment Agreement is considered “at will”. Accordingly, the Employment Agreement and Mr. DiIorio’s employment thereunder may be terminated at any time by either party, with or without cause.

Under the Employment Agreement, Mr. DiIorio will receive a base salary of \$312,000 and is eligible for an annual performance bonus of up to 50% of his base salary, or \$156,000, based upon satisfaction of performance objectives to be developed by the Compensation Committee of the Board (the “Compensation Committee”). Mr. DiIorio is also eligible for additional discretionary bonuses based on the achievement of certain specified goals established by the Compensation Committee. Mr. DiIorio will also be eligible for additional grants of options or stock appreciation rights as determined by the Board’s Compensation Committee and will be eligible to participate in any benefit plan offered by the Company for which Mr. DiIorio qualifies.

Under the Employment Agreement, in the event Mr. DiIorio’s employment is terminated due to his death or permanent disability, Mr. DiIorio will be entitled to receive: (i) the unpaid base salary earned for services rendered through the date of his death or permanent disability; (ii) any accrued but unpaid incentive compensation earned in the previous year (“Bonus Amount”) as of the date of his death or permanent disability; (iii) the accrued but unpaid paid time off (“PTO”) earned through the date of his death or permanent disability; (iv) unreimbursed amounts to which he is entitled to reimbursement under the Employment Agreement; and (v) the limited death, disability, and/or income continuation benefits. In the event Mr. DiIorio is involuntarily terminated by the Company other than a “Termination for Cause” (as defined in the Employment Agreement), Mr. DiIorio will be entitled to receive: (i) the unpaid base salary earned for services rendered through the date of such termination; (ii) any accrued and unpaid Bonus Amount; (iii) the accrued but unpaid PTO; (iv) unreimbursed amounts to which he is entitled to reimbursement under the Employment Agreement; (v) a severance payment, in an aggregate amount equal to three months of Mr. DiIorio’s then-current base salary; and (vi) three months of COBRA coverage. The severance payments and benefits specified in the immediately foregoing clauses (v) and (vi) will be contingent upon Mr. DiIorio’s execution and delivery of an unconditional general release, in a form satisfactory to the Company. In the event Mr. DiIorio is involuntarily terminated by the Company pursuant to a “Termination for Cause” (as defined in

the Employment Agreement), Mr. DiIorio will be entitled to receive: (i) the unpaid base salary earned for services rendered through the date of such termination; (ii) any accrued and unpaid Bonus Amount; (iii) the accrued but unpaid PTO; and (iv) unreimbursed amounts to which he is entitled to reimbursement under the Employment Agreement.

The Employment Agreement contains customary confidentiality, non-disparagement, protection of Company intellectual property, non-competition and non-solicitation provisions applicable to the duration of Mr. DiIorio's employment and thereafter.

Mr. DiIorio received, pursuant to the terms of a Stock Option Agreement by and between the Company and Mr. DiIorio, dated as of November 15, 2017 (the "Stock Option Agreement"), stock options to purchase 200,000 shares of the Company's common stock from the Company's 2014 Stock Option Plan (the "Options"), with an exercise price of \$2.00 per share. The Options were granted on November 15, 2017 and vest over a four-year period, with 1/48th vesting on each monthly anniversary of the effective date, provided Mr. DiIorio remains employed by the Company through such vesting dates. The Options will expire on the fifth anniversary of their effective date. Under the Employment Agreement, in the event Mr. DiIorio is involuntarily terminated by the Company (other than a "Termination for Cause" as defined in the Employment Agreement), that portion of the Options that by their terms have not become exercisable will become immediately exercisable and, along with any portion of the Options that have become exercisable prior to the date of such termination, will remain exercisable for three months.

In addition, Mr. DiIorio received, pursuant to the terms of a Stock Appreciation Rights Agreement by and between the Company and Mr. DiIorio, dated as of November 15, 2017 (the "Stock Appreciation Rights Agreement"), 200,000 stock appreciation rights ("SARs") with an exercise price of \$2.00 per share. Each SAR entitles Mr. DiIorio to receive, upon exercise, an amount equal to the excess of (i) the "Market Value" (as defined in the Stock Appreciation Rights Agreement) of a share of the Company's common stock on the date of exercise, over (ii) the exercise price per SAR referenced above. One half of the SARs (100,000 SARs) will vest and become exercisable during the period beginning on December 31, 2018 and ending on March 31, 2019, if the shares of the Company's common stock have a closing public market price on the New York Stock Exchange of \$3.00 or more for any period of ten (10) consecutive trading days during the period beginning on January 1, 2018 and ending on December 31, 2018. The remaining one-half of the SARs (100,000 SARs) will vest and become exercisable during the period beginning on December 31, 2018, and ending on March 31, 2019, if the Compensation Committee certifies that the Company achieved ninety percent (90%) or more of target on both elements of the Company's corporate objectives under the Company's 2018 Employee Incentive Compensation Plan. The SARs will expire on March 31, 2019 and were granted pursuant to the terms of the Company's Equity Plan.

There is no arrangement or understanding with any person pursuant to which Mr. DiIorio is being appointed by the Company. There are no family relationships between Mr. DiIorio and any director or executive officer of the Company, and he is not a party to any transaction requiring disclosure under Item 404(a) of Regulation S-K.

The foregoing descriptions of the Employment Agreement, Stock Option Agreement and Stock Appreciation Rights Agreement are only a summary, do not purport to be complete, and are qualified in their entirety by the terms of the Employment Agreement, Stock Option Agreement and Stock Appreciation Rights Agreement, which are filed as Exhibit 10.1, Exhibit 10.2 and Exhibit 10.3 hereto, respectively, and incorporated by reference herein. A copy of the press release issued by the Company on November 16, 2017 announcing the appointment of Mr. DiIorio is attached hereto as Exhibit 99.1 and is incorporated by reference herein.

(d) Pursuant to the terms of the Employment Agreement, the Company has increased the size of its Board by one member, to seven directors, and has appointed Mr. DiIorio to the Board, effective November 15, 2017. A description of the Employment Agreement and a biography of Mr. DiIorio are provided in Item 5.02(c) above.

(e) The Company and Mr. DiIorio entered into the Employment Agreement, Stock Option Agreement and Stock Appreciation Rights Agreement, the terms of such agreements are summarized in Item 5.02(c) above.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

- 10.1 [Employment Agreement by and between the Company and Richard DiIorio, effective November 15, 2017.](#)
- 10.2 [Stock Option Agreement by and between the Company and Richard DiIorio, effective November 15, 2017.](#)
- 10.3 [Stock Appreciation Rights Agreement between the Company and Richard DiIorio, effective November 15, 2017.](#)
- 99.1 [Press Release of InfuSystem Holdings, Inc. dated November 16, 2017.](#)

Signature

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.

INFUSYSTEM HOLDINGS, INC.

By: /s/ Trent N. Smith

Trent N. Smith
Executive Vice-President,
Chief Accounting Officer and
Corporate Controller

Dated: November 20, 2017

EMPLOYMENT AGREEMENT

This Employment Agreement (“**Agreement**”) is made as of the Effective Date between **InfuSystem Holdings, Inc.**, a Delaware corporation with offices at 31700 Research Park Drive, Madison Heights, Michigan 48071-4627 (the “**Company**”), and **Richard A. DiIorio**, an individual (“**Employee**”).

WHEREAS, the Company wishes to retain Employee’s services to work for the Company as its Chief Executive Officer (the “**Position**”) upon the terms and condition hereinafter set forth; and

WHEREAS, Employee wishes to serve in the Position upon the terms of this Agreement.

NOW, THEREFORE, for such consideration as set forth herein, the sufficiency of which is acknowledged by the Company and Employee, the Company and Employee hereby agree as follows:

1. **Defined Terms.**

“**Affiliates**” means all persons and entities directly or indirectly controlling, controlled by or under common control with the entity specified, where control may be by management authority, contract or equity interest.

“**Board**” means the Board of Directors of the Company.

“**Code**” means the Internal Revenue Code of 1986, as amended from time to time.

“**Compensation Committee**” means the Compensation Committee of the Board.

“**Effective Date**” means November 15, 2017.

“**Employment Period**” means the period of Employee’s employment with the Company governed by the terms and provisions of this Agreement.

“**Involuntary Termination**” means the termination of the Employee’s employment with the Company:

(i) involuntarily upon Employee’s discharge or dismissal; or

(ii) voluntarily or involuntarily, provided such termination occurs in connection with one of the following events without Employee’s written concurrence: (a) a change in Employee’s position with the Company or any successor which materially reduces Employee’s level of responsibility; (b) a material reduction in Employee’s level of compensation (including base salary, fringe benefits and any non-discretionary bonuses or other incentive payments earned pursuant to objective standards or criteria); (c) a material breach by the Company of this Agreement that is not remedied within 15 days of written notice from Employee specifying the details thereof; or (d) a change in the Employee’s principal work location to a location outside of the metropolitan Boston area.

“**Termination for Cause**” means an involuntary termination of Employee’s employment for (i) Employee’s willful misconduct or gross negligence which, in the good faith judgment of the Board, has a material adverse impact on the Company (either economically or on its reputation); (ii) Employee’s conviction of, or pleading of guilty or *nolo contendere* to, a felony or any crime involving fraud; (iii) Employee’s breach of his fiduciary duties to the Company; (iv) Employee’s failure to attempt in good faith to perform his duties or to follow the written legal direction of the Board, which failure, if susceptible of cure, is not remedied within 15 days of written notice from the Board specifying the details thereof; and (v) any other material breach by Employee of this Agreement, the Company’s written code of conduct, written code of ethics or other written policy that is not remedied within 15 days of written notice from the Board specifying the details thereof.

2. Terms of Employment. The Company hereby employs the Employee, and the Employee hereby accepts employment by the Company, upon the terms and conditions set forth in this Agreement.

3. Employment and Duties. During the Employment Period (as defined below), Employee will serve as the Chief Executive Officer of the Company and will report to the Board. Employee will have such duties and responsibilities that are commensurate with such position and such other duties and responsibilities commensurate

with such position as are from time to time assigned to Employee by the Board (or a committee thereof). During the Employment Period, Employee shall diligently and conscientiously devote his full business time, attention and energies to the performance of his duties and responsibilities hereunder. Employee shall not engage in any other employment or business activity without the express prior written consent of the Board. Employee shall not, directly or indirectly, engage or participate in any activities at any time during the term of this Agreement which conflict with the best interests of the Company. Employee shall work at such times and at such places as required by the Company. Employee shall, at all times during the Employment Period, discharge his duties herein described in consultation with and under the direction, approval and control of the Board. Notwithstanding any other provision of this Agreement, the Board reserves the absolute right, in its sole and absolute discretion, to make any and all decisions with respect to actions to be taken by Employee in connection with the rendering of his duties.

4. **Service as Director.** As of the Effective Date, the Board will appoint Employee as a member of the Board. Employee's failure to be re-elected to the Board, in and of itself, shall not constitute a termination of this Agreement, nor shall it entitle Employee to any severance benefits. Pursuant to the Company's policies, for the duration of this Agreement, Employee will fulfill his duties as a director to the Company and as an officer or director to the any affiliate thereof without additional compensation. This Agreement shall not in any way be construed or interpreted so as to affect adversely or otherwise impair the right of the Company or the stockholders to remove the Employee from the Board at any time in accordance with the provisions of applicable law.

5. **Term.** Employee's employment hereunder will be considered "at will". Accordingly, this Agreement and Employee's employment hereunder may be terminated at any time by either party.

6. Compensation; Performance Bonus.

A. Employee's base salary will be paid at the rate of \$312,000 per annum.

B. Employee's base salary will be paid at periodic intervals in accordance with the Company's normal payroll practices for salaried employees. Except as otherwise provided in this Agreement, Employee shall be paid a pro rata share of his base salary in accordance with the Company's normal payroll practices for salaried employees should his employment be terminated before the end of any given pay period. Employee's base salary may be reevaluated on a yearly basis and shall not be decreased below the amount set forth in Section 6.A., but there is no guarantee that such compensation shall be increased, and the decision as to an increase therein remains at the sole discretion of the Compensation Committee of the Board.

C. Employee will be eligible for an annual incentive compensation bonus of up to fifty percent (50%) of Employee's then-current base salary based upon satisfaction of certain performance objectives. These performance objectives will be developed annually by the Compensation Committee of the Board, in its sole discretion, and will relate to, among other things, the Company's Annual Operating Plan. Notwithstanding the foregoing, Employee's annual incentive compensation bonus for the year ending December 31, 2017 will be based upon the Employee's prior position as Executive Vice President, General Manager of Oncology. All bonuses payable to Employee hereunder will be paid within sixty (60) days after the end of the calendar year for which the incentive compensation was earned; provided, however, that if it is administratively impracticable to make the payment by such date, the payment shall be made as soon as reasonably practicable thereafter, but in any event by the fifteenth (15th) day of the third (3rd) month following the calendar year for which the incentive compensation was earned. All bonuses pursuant to this paragraph, including Employee's satisfaction of the performance objective applicable to any such bonus, are subject to approval of the Compensation Committee, in its sole discretion.

D. Employee may also be eligible for additional discretionary bonuses based on the achievement of certain specified goals established by the Compensation Committee. All bonuses pursuant to this paragraph are subject to approval by the Compensation Committee, in its sole discretion.

E. On the Effective Date, the Company will grant Employee stock options to purchase a total of Two Hundred Thousand (200,000) shares of Common Stock in the Company (the "**Options**") at an exercise price equal to the closing public market price on the New York Stock Exchange for such shares on the Effective Date. The vesting of the Options may be accelerated by the Compensation Committee, in its sole discretion; otherwise, the sole conditions of vesting of the Options are as provided in this Section 6.E. The Options will vest monthly over a four (4) year period, with 1/48 vesting on each monthly anniversary of the Effective Date, provided Employee remains

employed by the Company through such vesting dates. The Options shall expire on, and shall not be exercised after, the fifth (5th) anniversary of the Effective Date (the “**Final Exercise Date**”). The Options will otherwise be subject to the terms and conditions contained in the Stock Option Agreement dated the date hereof between Employee and the Company (the “**Stock Option Agreement**”).

F. On the Effective Date, the Company will also grant Employee stock appreciation rights with respect to Two Hundred Thousand (200,000) shares of Common Stock in the Company, pursuant to a separate Stock Appreciation Rights Agreement.

G. Employee will be eligible for additional option or stock appreciation rights grants as determined by the Compensation Committee in its sole discretion.

H. The Company will deduct and withhold, from the compensation payable to Employee hereunder, any and all applicable federal, state and local income and employment withholding taxes and any other amounts required to be deducted or withheld by the Company under applicable statute or regulation.

I. To the extent that any compensation paid or payable pursuant to this Agreement is considered “incentive-based compensation” within the meaning and subject to the requirements of Section 10D of the Securities Exchange Act of 1934 (the “**Exchange Act**”), such compensation shall be subject to potential forfeiture or recovery by the Company in accordance with any compensation recovery policy adopted by the Board or any committee thereof in response to the requirements of Section 10D of the Exchange Act and any implementing rules and regulations thereunder adopted by the Securities and Exchange Commission or any national securities exchange on which the Company’s common stock is then listed. This Agreement may be unilaterally amended by the Company to comply with any such compensation recovery policy. In addition, cash amounts paid and Company securities issued pursuant to this Agreement as “incentive-based compensation” are subject to reduction, cancellation, forfeiture or recoupment upon the occurrence of Employee’s conviction of, or pleading guilty or *nolo contendere* to, fraud; willful misconduct; uncured, material breach of the agreements to which Employee is currently or hereafter becomes a party; or other conduct by Employee that the Board determines is detrimental to the business or reputation of the Company and its subsidiaries, including facts and circumstances discovered after termination of employment.

7. Expense Reimbursement; Fringe Benefits.

A. Employee will be entitled to reimbursement from the Company for customary, ordinary and necessary business expenses incurred by Employee in the performance of Employee’s duties hereunder, in accordance with the terms of the Company’s expense guidelines provided on the Company’s internal website, provided that Employee’s entitlement to such reimbursements shall be conditioned upon Employee’s provision to the Company of vouchers, receipts and other substantiation of such expenses in accordance with Company policies. Any reimbursement to which the Employee is entitled pursuant to this Section 7.A that would constitute nonqualified deferred compensation subject to Section 409A of the Code shall be subject to the following additional rules: (i) no reimbursement of any such expense shall affect the Employee’s right to reimbursement of any other such expense in any other taxable year; (ii) reimbursement of the expense shall be made, if at all, not later than the end of the calendar year following the calendar year in which the expense was incurred; and (iii) the right to reimbursement shall not be subject to liquidation or exchange for any other benefit.

B. During the Employment Period, Employee will be eligible to participate in any group life insurance plan, group medical and/or dental insurance plan, accidental death and dismemberment plan, short-term disability program, long term disability program and other employee benefit plans, including profit sharing plans, cafeteria benefit programs and stock purchase and option plans, which are made available to executives and for which Employee qualifies under the terms of such plan or plans. Employee will not be entitled to any fringe benefits not provided in this Section 7 or the Company’s Employee Handbook, which handbook Employee acknowledges that the Company can amend at any time, in its sole discretion.

8. Employee Covenants.

A. Non-Disclosure of Confidential Information. Employee acknowledges that, in and as a result of Employee’s performing the duties hereunder, Employee will be making use of, acquiring, creating and/or adding to confidential and proprietary information of a special and unique nature and value relating to the customers, potential customers, customer lists, suppliers, vendors and agents of the Company and its Affiliates, the contracts, pricing

lists, marketing plans, business records, accounting records, sales reports, billing systems, inventory systems, financing and loan documents, bank records, financial records and statements, tax filings and records, account lists, territory reports, quotation forms, advertising and marketing methods and techniques, systems, methodologies, facts, data, patent and license information of the Company, the computer systems, computer programs, software, web portal solutions, customer sales portal design, development, and programming of the Company, the employee payroll information and records, employee medical records, information contained in employee personnel files or other employee files of the Company, and all other information concerning the business and/or affairs of the Company (hereinafter "**Confidential Information**"). Notwithstanding anything herein to the contrary, the term "Confidential Information" does not include any data or information that has been voluntarily disclosed to the public by the Company or that enters the public domain through lawful means and not otherwise in breach of this Agreement.

i. As an inducement for the Company to enter into this Agreement, Employee agrees that he will not, at any time, either during the term of this Agreement or thereafter, divulge, review or communicate to any person, firm, corporation or entity whatsoever, directly or indirectly, or use for his own benefit or the benefit of others, any Confidential Information which may be in his possession or to which he has access. Employee further acknowledges that all records and lists of the customers and prospective customers of the Company, and all matters affecting or relating to the business and financial operation of the Company, are the property of the Company and are considered Confidential Information and greatly affect the effective and successful conduct of the business of the Company and the goodwill of the Company. Employee hereby agrees that he shall never divulge, disclose or communicate any Confidential Information to any person, firm, corporation or other entity during the term of this Agreement or thereafter, so long as such information remains Confidential Information.

ii. Employee agrees that any books, manuals, price lists, customer lists, supplier and/or distributor lists, plans, samples or other written or electronic evidence and/or forms of Confidential Information, including, but not limited to emails, computer files and all other electronic media, shall only be used by Employee during the term of this Agreement and constitute the property of the Company. Employee is only authorized to use these materials while undertaking his responsibilities under this Agreement. All of these materials must be returned to the Company or destroyed by Employee upon his separation from the Company for any reason whatsoever.

iii. The confidentiality obligations herein shall not prohibit Employee from divulging confidential information or trade secrets by order of court or agency of competent jurisdiction or as required by law.

B. Covenants Against Competition. Employee acknowledges that his duties as herein described are of a special and unusual character which have a unique value to the Company, the loss of which could not be adequately compensated by damages in an action at law. In view of the unique value to the Company of the Employee's duties for which the Company has contracted hereunder, because of the Confidential Information to be retained by or disclosed to Employee as set forth above and as a material inducement to the Company to enter into this Agreement, Employee covenants and agrees that, unless the Company and its successors and assigns shall cease to engage in business:

i. During the term of this Agreement and for a period of two (2) years thereafter, Employee shall not, directly or indirectly, solicit the customers of the Company or its Affiliates or divert the customers of the Company from doing business with the Company, and further, shall not induce any individual or entity to refrain from referring customers or work to the Company. For purposes of this Section 8.B.i, the customers of the Company shall include:

1. any individual, business or governmental entity which purchased goods or services from the Company during the term of the Agreement or while Employee was otherwise employed by the Company or any of its Affiliates, or about which Employee learned or had access to Confidential Information;

2. any individual, business or governmental entity whose name appears on a list of prospective customers maintained by the Company to which Employee had access;

3. any suppliers, distributors, vendors or other entities which provided goods or services to the Company during the term of the Agreement or while Employee was otherwise employed by the Company or any of its Affiliates, or about which Employees learned or had access to Confidential Information; and

4. any non-profit organizations, large customer facilities or referral sources which did any business with, or referred any customers to, the Company during the term of the Agreement or while Employee was otherwise employed by the Company or any of its Affiliates, or about which Employees learned or had access to Confidential Information.

ii. During the term of this Agreement and for a period of two (2) years thereafter, Employee shall not, directly or indirectly, own, manage, operate, join, control, accept employment with, or participate in the ownership, management, operation or control of, or act as an employee, agent or consultant to, or be connected in any manner with, any business which is competitive with the Company in any states, territories or provinces of the United States, Canada, Mexico or any other countries in which the Company has conducted business at any time prior to Employee's separation from the Company, or such states, territories or provinces as to which the Company has future plans to expand its business into, for any reason whatsoever.

iii. During the term of this Agreement and for a period of three (3) years thereafter, regardless of the reason for Employee's separation of employment from the Company, Employee shall not, directly or indirectly, solicit for employment or employ any employees, agents or independent contractors of the Company or their assigns, unless previously agreed to in writing by the Company or its assigns.

C. Employee's Review of Sections 8.A and 8.B.

i. Employee has carefully read and considered the provisions of Sections 8.A and 8.B hereof and, having done so, agrees that the restrictions set forth in such Sections are fair and reasonable and are reasonably required for the protection of the interests of the Company, its officers, directors and other employees. Employee acknowledges that the restrictions set forth in Sections 8.A and 8.B hereof will not unreasonably restrict or interfere with Employee's ability to obtain future employment.

ii. It is the belief of the parties that the best protection which can be given to the Company which does not in any manner infringe on the rights of Employee to conduct any unrelated business, is to provide for the restrictions described above. In the event any of said restrictions shall be held unenforceable by any court of competent jurisdiction, the parties hereto agree that it is their desire that such court shall substitute a reasonable judicially enforceable limitation in place of any limitation deemed unenforceable and, as so modified, the covenant shall be as fully enforceable as if it had been set forth herein by the parties. In determining this limitation, it is the intent of the parties that the court recognize that the parties hereto desire that this covenant not to compete be imposed and maintained to the greatest extent possible.

iii. In the event of a breach of Sections 8.A and 8.B, the Company, in addition to and not in limitation of any other rights, remedies or damages available to the Company at law or in equity, shall be entitled to a permanent injunction, in order to prevent or restrain any such breach by Employee, or by Employee's partners, agents, representatives, servants, employers, employees and/or any and all persons directly or indirectly acting for or with Employee

D. No Disparagement. Employee shall not make any public statements or disclosures regarding the terms of Employee's employment with the Company, this Agreement or the termination of Employee's employment (for any reason whatsoever) which are not pre-approved in writing by the Company. Further, Employee shall not make, at any time, any public statement that would libel, slander, disparage, denigrate or criticize the Company, its parent company, subsidiaries and affiliates or any of their respective past or present officers, directors, employees or agents, and the Company, along with any parent company, subsidiaries and affiliates or any of their respective past or present officers, directors, employees or agents, shall not make, at any time, any public statement that would libel, slander, disparage, denigrate or criticize Employee. Notwithstanding this Section 8.D, nothing contained herein shall limit or impair the ability of any party to provide truthful testimony in response to any validly issued subpoena.

E. Protection of Company Intellectual Property.

i. Employee hereby assigns to the Company all rights, title and interest in and to all creations which are or may become legally protectable or recognized as forms of intellectual property rights, including all works, whether registerable or not, in which copyright, design right or any form of intellectual property rights may subsist, including, but not limited to all innovations, inventions, improvements, marks, grants, designs, processes, methods, formulas, techniques, videotapes, audiotapes and computer programs, (all referred to as "**Intellectual**

Property”), which Employee, either solely or jointly, conceives, makes or reduces to practice during the time that this Agreement is in effect, which relate to or touch upon Employee’s services to the Company, or any aspect of the Company’s business, including but not limited to anything related to Confidential Information. All such Intellectual Property shall be the absolute property of the Company. Employee shall make and maintain written records of and promptly and fully disclose to the Company all such Intellectual Property.

ii. During and after termination the Employment Period, Employee shall perform all useful or necessary acts to assist the Company, as it may elect, to file patent, design, mark and copyright applications in the United States and foreign countries to protect or maintain rights in the Intellectual Property, and also perform all useful or necessary acts to assist the Company in any related proceedings or litigation as to such Intellectual Property.

F. Rules and Regulations. Employee agrees to comply with all rules and regulations of the Company as established from time to time, including, but not limited to, the Employee Handbook and InfuSystem Expense Guidelines.

G. Transition and Other Assistance. During the 30 days following the termination of the Employment Period, Employee will take all actions the Company may reasonably request to maintain the Company’s business, goodwill and business relationships and to assist with transition matters, all at the Company’s expense. In addition, upon the receipt of notice from the Company (including outside counsel), during the Employment Period and for a reasonable amount of time thereafter, Employee will respond and provide information with regard to matters in which he has knowledge as a result of his employment with the Company, and will provide assistance to the Company and its representatives in the defense or prosecution of any claims that may be made by or against the Company, to the extent that such claims may relate to the period of Employee’s employment with the Company, all at Company expense.

H. Restrictive Covenant. During the Employment Period, Employee will not directly or indirectly, whether for Employee’s own account or as an employee, director, consultant or advisor, provide services to any business enterprise other than the Company or its Affiliates, unless otherwise authorized by the Board in writing.

I. Survival of Provisions. The obligations contained in this Section 8 will survive the termination of Employee’s employment with the Company and will be fully enforceable thereafter.

J. Clawback. During the Employment Period and thereafter to the extent required by applicable law, Employee hereby covenants and agrees to abide by the terms of the Company’s “Policy on Clawback” once final rules are issued by the U.S. Securities and Exchange Commission, listing standards are adopted by the New York Stock Exchange and such policy is then adopted by the Board.

9. **Termination of Employment**. Employee expressly acknowledges that this Agreement is terminable at will by Employee or the Company, with or with cause, and without payment, penalty or further obligation except as follows:

A. Death and Permanent Disability. Upon Employee’s death or permanent disability during the Employment Period, the employment relationship created pursuant to this Agreement will immediately terminate and no further compensation will become payable to Employee pursuant to Section 6 or Section 7. Should Employee’s employment with the Company terminate by reason of Employee’s death or permanent disability during the Employment Period, (i) the unpaid base salary earned by Employee pursuant to Section 6.A for services rendered through the date of Employee’s death or permanent disability, as applicable, (ii) any accrued but unpaid compensation pursuant to Section 6.C determined by the Compensation Committee, in its sole direction, to have been earned in respect of the immediately preceding calendar year (“**Bonus Amount**”) as of the date of death or permanent disability, (iii) any accrued but unpaid paid time off (“**PTO**”), if any, (iv) unreimbursed amounts under Section 7.A, and (v) the limited death, disability, and/or income continuation benefits provided under Section 7.B, if any, will be payable within thirty (30) days of the death or permanent disability, excluding any Bonus Amount, which will be paid in accordance with Section 6.C. For purposes of this Agreement, Employee will be deemed “**permanently disabled**” if Employee is so characterized pursuant to the terms of the Company’s disability policies or programs applicable to Employee from time to time, or if no such policy is applicable, if Employee is unable to perform his duties or responsibilities to the Company as a result of physical or mental ailment or incapacity for an aggregate period of one hundred and eighty (180) calendar days (whether or not consecutive).

B. Involuntary Termination. Upon termination of Employee's employment by reason of Involuntary Termination (other than a Termination for Cause), the employment relationship created pursuant to this Agreement will terminate and no further compensation will become payable to Employee pursuant to Section 6 or Section 7 upon the effectiveness of such Involuntary Termination. Upon Employee's Involuntary Termination (other than a Termination for Cause), Employee will be entitled to receive only the amounts provided in this Section 9.B: (i) the unpaid base salary earned by Employee pursuant to Section 6.A for services rendered through the date of such termination, (ii) any accrued and unpaid Bonus Amount, (iii) any accrued but unpaid PTO, if any, (iv) unreimbursed amounts under Section 7.A, (v) a lump sum severance payment in an aggregate amount equal to three (3) months of the Employee's then current base salary, and (vi) three (3) months of COBRA coverage under the Company's medical, dental and vision plans, as then in effect, at the cost paid by active employees of the Company, if and to the extent the Employee and his eligible dependents (a) are participating in such plans on his effective date of termination and (b) timely enroll for COBRA coverage thereunder. The severance pay and benefits in respect of clauses (v) and (vi) shall be contingent upon Employee's execution and delivery to the Company an unconditional general release, in form satisfactory to the Company, of all claims against the Company and its Affiliates and their respective directors, officers, employees and representatives, arising from or in connection with this Agreement or Employee's employment with the Company, subject to applicable law. Further, the severance pay and benefits set forth in clauses (v) and (vi) shall be contingent upon Employee's continued performance of his obligations under Sections 8.A, 8.B, 8.D, 8.E and 8.G. Any payments in respect of clauses (i), (iii), or (iv) shall be made within thirty (30) days of such Involuntary Termination; any Bonus Amount in respect of clause (ii) shall be paid in accordance with Section 6.C; and any severance amount in respect of clause (v) shall be paid as soon as administratively feasible after the Employee's execution and delivery to the Company an unconditional general release, as described in this Section 9.B.

C. Termination for Cause. The Company may at any time, upon written notice, terminate Employee's employment hereunder for any act qualifying as a Termination for Cause. Such termination will be effective immediately upon such notice. Upon such Termination for Cause, the Company will only be required to pay Employee (i) any unpaid compensation earned by Employee pursuant to Section 6.A, (ii) any accrued and unpaid Bonus Amount, (iii) any accrued but unpaid PTO, if any, and (iv) unreimbursed amounts under Section 7.A; no termination or severance benefits will be payable to Employee under Section 9.B. Any payments in respect of clauses (i), (iii), or (iv) shall be made within thirty (30) days of such Involuntary Termination; and any Bonus Amount shall be paid in accordance with Section 6.C.

D. Resignations. Upon any termination of Employee's employment, Employee will immediately resign from (1) all officer or other positions of the Company and its Affiliates and (2) all fiduciary positions (including as trustee) Employee then holds with respect to any pension plans or trusts established by the Company.

E. Options. Except as otherwise provided in this Section 9, upon an Involuntary Termination (other than a Termination for Cause) of Employee's employment, that portion of the Options that by their terms have not become exercisable will become immediately exercisable and, along with any portion of the Options that have become exercisable prior to the date of such termination, will remain exercisable for three months. Further, except as otherwise provided in this Section 9, upon termination of Employee's employment for any reason other than an Involuntary Termination or a Termination for Cause, any portion of the Options that are not then exercisable will immediately expire and the remainder of the Options will remain exercisable for three months; provided, that any portion of the Options held by Employee immediately prior to Employee's death or permanent disability, to the extent then exercisable, will remain exercisable for one year following Employee's death or permanent disability. Notwithstanding anything to the contrary in this Agreement, in the event that Employee experiences a Termination for Cause, all Options, whether or not then vested, shall immediately expire upon such event, and no portion thereof shall remain exercisable. In no event shall any portion of the Options be exercisable after the Final Exercise Date.

10. **Indemnification; Liability Insurance.**

A. The Company hereby agrees to indemnify Employee and hold him harmless to the fullest extent permitted under the by-laws of the Company in effect on the date of this Agreement against and in respect to any actual or threatened actions, suits, proceedings, claims, demands, judgments, costs, expenses (including reasonable attorney's fees), losses, and damages (collectively, "**Claims**") resulting from the good faith performance of his assigned duties and responsibilities with the Company and any affiliates or subsidiaries of the Company. In furtherance of the Company's obligation to advance expenses under the by-laws of the Company in effect on the

date of this Agreement, the Company, within 10 days of presentation of invoices, will advance to Employee reimbursement of all legal fees and disbursements Employee actually incurs in connection with any potentially indemnifiable matter provided that Employee, to the extent required by applicable law, undertake to repay such amount in the event that it is ultimately determined that Employee is not entitled to be indemnified. In addition, the Company will cover Employee under directors and officers liability insurance both during and, while potential liability exists, after the termination of Employee's employment in the same amount and to the same extent as the Company covers its other officers and directors. To the extent permitted by applicable law and the Company's by-laws in effect on the date of this Agreement, Employee will not be liable to the Company or any of its affiliates or subsidiaries for his acts or omissions, except to the extent that such acts or omissions were not made in the good faith performance of his assigned duties and responsibilities. The obligations and limits contained in this Section 10 will survive the termination of Employee's employment with the Company.

B. Employee hereby agrees to indemnify the Company, its Affiliates, and their respective successors, assigns, directors, officers, employees and representatives and hold them harmless to the fullest extent permitted under the law against and in respect of any actual or threatened Claims resulting from or attributable to any and all willful, criminal or grossly negligent acts and/or omissions of Employee in connection with Employee's actions under this Agreement; provided, however, that to the extent any such liabilities, costs, damages, expenses and attorney's fees are compensated for by insurance purchased by the Company and/or Employee, Employee shall not be required to reimburse the Company for the same.

11. **Section 409A.** This Agreement shall be interpreted and applied in all circumstances in a manner that is consistent with the intent of the parties that, to the extent applicable, amounts earned and payable pursuant to this Agreement shall constitute short-term deferrals exempt from the application of Section 409A and, if not exempt, that amounts earned and payable pursuant to this Agreement shall not be subject to the premature income recognition or adverse tax provisions of Section 409A. Any payments to be made under this Agreement upon a termination of employment shall only be made if such termination of employment constitutes a "separation from service" under Section 409A. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by Employee on account of non-compliance with Section 409A. Notwithstanding anything in the Agreement to the contrary, if the Employee is determined to be a "specified employee" (as defined in Section 409A) for the year in which Employee incurs a separation from service, any payment due under the Agreement that is not permitted to be paid on the date of such separation without the imposition of additional taxes, interest and penalties under Section 409A shall be paid on the first business day following the six-month anniversary of the Employee's date of separation or, if earlier, Employee's death. If the period for considering and revoking the release described in Section 9.B. spans two taxable years, payments will not commence until the second taxable year. Any payments in respect of clauses (v) or (vi) of Section 9.B. shall be made upon the expiration of the maximum period to review and revoke the release referenced in Section 9.B.

12. **Choice of Law.** This Agreement is being executed and delivered in the State of Michigan. The provisions of this Agreement will be construed and interpreted under the laws of the State of Michigan, excluding such jurisdiction's conflict of laws principles. The parties expressly agree that the Oakland County Circuit Court shall have exclusive jurisdiction over any disputes arising out of this Agreement and that venue is only appropriate in such circuit court.

13. **Entire Agreement; Severability; Amendments.** This Agreement, along with the other agreements referred to herein, contain the entire agreement of the parties relating to the subject matter hereof and supersede any and all negotiations, discussions, proposed drafts and previous employment and compensation agreements, including, but not limited to, the Employment Agreement dated June 28, 2014. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement. The provisions of this Agreement shall be deemed severable and, if any provision is found to be illegal, invalid or unenforceable for any reason, (a) the provision will be amended automatically to the minimum extent necessary to cure the illegality or invalidity and permit enforcement and (b) the illegality, invalidity or unenforceability will not affect the legality, validity or enforceability of the other provisions hereof. No amendments, alterations or modifications of this Agreement will be valid unless made in writing and signed by Employee and a duly authorized officer or director of the Company.

14. **Assignment.** Notwithstanding anything else herein, this Agreement is personal to Employee and neither this Agreement nor any rights or obligations hereunder may be assigned or delegated by Employee. Notwithstanding anything to the contrary, in the event of Employee's death, any amounts owing to Employee as compensation shall be payable to a beneficiary designated in writing by Employee, or if no such designation was made, to Employee's estate. The Company may assign this Agreement to an Affiliate or to any acquiror of all or substantially all of the business, stock and/or assets of the Company, in which case the term "Company" will mean such affiliate or acquiror. This Agreement will inure to the benefit of and be binding upon the personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees, legatees and permitted assignees of the parties.

15. **Waiver.** The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by either party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

16. **Counterparts, Signatures.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. To the maximum extent permitted by applicable law, this Agreement may be executed via facsimile or scanned electronic mail transmission.

17. **Binding Agreement.** This Agreement shall become effective only upon execution by both parties. The submission of this Agreement for review to Employee shall not be construed to be a binding offer of employment.

18. **Notices.** Any notice required to be given under this Agreement shall be deemed sufficient, if in writing, and sent by certified mail, return receipt requested, via overnight courier, or hand delivered to the Company at Office of the Corporate Secretary, 31700 Research Park Drive, Madison Heights, Michigan 48071-4627 and to Employee at the most recent address reflected in the Company's permanent records.

19. Legal Costs.

A. The prevailing party in any action relating to this Agreement shall be entitled to recovery of all reasonable attorney fees, costs and expenses related to same. Notwithstanding the foregoing, the Company shall bear all legal costs and expenses incurred in the event the Company should contest or dispute the characterization of any amounts paid pursuant to this Agreement as being nondeductible under Section 280G of the Code or subject to imposition of an excise tax under Section 4999 of the Code.

B. The Company shall bear all legal costs and expenses incurred by the Employee in connection with the preparation and negotiation of this Agreement, the Stock Option Agreement described in Section 6.E and the Stock Appreciation Rights Agreement described in Section 6.E, up to a maximum amount under this Section 19.B of \$10,000.

20. **Headings.** The section headings as herein used are for convenience of reference only and in no way define, limit or describe the scope or intent of any provision of this Agreement.

21. **Construction.** The parties acknowledge that they jointly drafted this Agreement, that no party can be properly referred to as the drafter of same and that none of the language contained here can be properly construed against either party as the drafter of same.

[Signatures follow]

IN WITNESS WHEREOF, the Company and Employee have executed this Agreement as of November 15, 2017.

INFUSYSTEM HOLDINGS, INC.

EMPLOYEE

By: /s/ Gregg Lehman

/s/ Richard A. DiIorio

Name: Gregg Lehman

Richard A. DiIorio

Title: Executive Chairman

STOCK OPTION AWARD AGREEMENT

INFUSYSTEM HOLDINGS, INC.
EQUITY PLAN

A stock option (the "Option") for a total of 200,000 shares (the "Shares") of common stock, par value \$0.0001 per share ("Common Stock") of InfuSystem Holdings, Inc. (the "Company"), is hereby granted to Richard DiIorio (the "Optionee"). The Option in all respects is subject to the terms and conditions of the InfuSystem Holdings, Inc. Equity Plan (the "Plan"), which is incorporated by reference herein, and the receipt of which is hereby acknowledged by Optionee. Any capitalized terms that are not defined in this Agreement shall have the same meaning as in the Plan.

1. **Option Price.** The exercise price is \$2.00 for each Share, being 100% or more of the Market Value of the Shares on the Date of Grant specified below.

2. **Expiration Date.** The expiration date for the Option is the **fifth** anniversary of the Date of Grant.

3. **Vesting.** This Option shall become vested and exercisable, subject to the provisions of Section 4 below, ratably over a **four** year period on a **monthly** basis beginning on December 15, 2017.

All further vesting shall cease upon termination of Optionee's service as an employee or director of the Company and its Subsidiaries.

4. **Exercise.**

(a) **Method of Exercise.** This Option shall be exercisable by a written notice which shall:

(i) state the election to exercise the Option, the number of Shares with respect to which it is being exercised, the person in whose name the stock certificate or certificates for such Shares is to be registered, and his address and Social Security Number (or if more than one, the names, addresses and Social Security Numbers of such persons);

(ii) contain such representations and agreements as to the holder's investment intent with respect to the Shares to be acquired upon exercise as required by the Committee;

(iii) be signed by the person or persons entitled to exercise the Option and, if the Option is being exercised by any person or persons other than the Optionee, be accompanied by proof, satisfactory to the Committee, of the right of such person or persons to exercise the Option; and

(iv) be delivered in person or by certified mail to the Treasurer of the Company or his or her designee.

(b) **Payment of Exercise Price.** Payment of the exercise price for the Shares with respect to which the Option is exercised shall be made in full in one of the following forms:

(i) Certified or bank cashier's or teller's check; or

(ii) Delivery to the Company of shares of Common Stock that are free and clear of any liens, encumbrances, claims or security interests, having an aggregate Market Value, as of the date of exercise, equal to the aggregate exercise price for the Shares being acquired upon exercise of the Option;

(iii) Withholding by the Company the number of whole Shares, rounded down, to be acquired upon exercise of this Option, with an aggregate Market Value, equal to or less than the exercise price, with the Optionee paying any remaining exercise price in such other manner as specified in this Section 4(b); or

(iv) In the Committee's sole discretion, by the Optionee authorizing a third party to sell Shares acquired upon exercise of the Option, and to remit to the Company the amount equal to the aggregate exercise price for the Shares being acquired.

(c) **Restrictions on Exercise.** This Option may be exercised during Optionee's lifetime only by the Optionee and shall not be assignable or transferable otherwise than by will or by the laws of descent and distribution. As a condition to the exercise of this Option, the Company may require the person exercising this Option to make any representation and warranty to the Company as the Company determines may be required by any applicable law or regulation.

(d) **Exercise Term.** This Option may not be exercised until six (6) months after the Date of Grant, and will expire and may not be exercised after the earliest of the following:

(i) the expiration date set out in Section 2 above; or

(ii) three (3) months after the date Optionee ceased to be an employee or director of the Company and its Subsidiaries, unless Optionee's status ended due to death, in which case this Option will expire and may not be exercised more than one (1) year following the date of death.

5. **Non-transferability of Option.** This Option may not be transferred in any manner otherwise than by will or the laws of descent and distribution and may be exercised during the lifetime of Optionee only by Optionee. The terms of this Option shall be binding upon the executors, administrators, heirs, successors and assigns of Optionee.

6. **Change in Control.** Notwithstanding anything herein to the contrary, in the event of a Change in Control (as defined below), the Committee will take or cause to be taken one or more of the following actions to be effective as of the date of such Change in Control:

(a) provide that the Option shall be assumed, or equivalent options shall be substituted (“Substitute Options”) by the acquiring or succeeding corporation (or an affiliate thereof), provided that: the shares of stock issuable upon the exercise of such Substitute Options shall constitute securities registered in accordance with the Securities Act of 1933, as amended (the “1933 Act”), or such securities shall be exempt from such registration in accordance with Sections 3(a)(2) or 3(a)(5) of the 1933 Act (collectively, “Registered Securities”), or in the alternative, if the securities issuable upon the exercise of such Substitute Options shall not constitute Registered Securities, then the Optionee will receive upon consummation of the Change in Control transaction a cash payment for the Option surrendered equal to the difference between (1) the fair market value of the consideration to be received for each Share in the Change in Control transaction times the number of Shares subject to the surrendered Option, and (2) the aggregate exercise price of the surrendered Option; or

(b) in the event of a transaction under the terms of which the holders of the Shares of the Company will receive upon consummation thereof a cash payment (the “Merger Price”) for each Share exchanged in the Change in Control transaction, to make or to provide for a cash payment to Optionee equal to the difference between (A) the Merger Price times the number of Shares under the Option (to the extent then exercisable at prices not in excess of the Merger Price) and (B) the aggregate exercise price of all such Shares under the Option in exchange for such Shares under the Option.

For purposes of this Agreement, the term “Change in Control” shall mean (A) the sale of all or substantially all of the assets of the Company; (B) the merger or recapitalization of the Company whereby the Company is not the surviving entity; or (C) the acquisition, directly or indirectly, of the beneficial ownership (within the meaning of that term as it is used in Section 13(d) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder) of fifty (50%) or more of the outstanding voting securities of the Company by any person, trust, entity or group.

7. **Securities Law Compliance.** Notwithstanding anything herein to the contrary, the Option may not be exercised unless the Shares issuable upon such exercise are then registered under the Securities Act of 1933, as amended, or, if such Shares are not so registered, the Committee has determined that such exercise and issuance would be exempt from the registration requirements of such Act. The exercise of the Option also must comply with other applicable laws and regulations governing the Option, and the Option may not be exercised if the Company determines that such exercise would not be in material compliance with such laws and regulations.

8. **Withholding.** The exercise of the Option in whole or in part constitutes authorization for the Company to withhold from payroll and other amounts due Optionee, including, if elected by Optionee, from Shares otherwise issuable upon exercise of the Option, any amounts required to satisfy any federal, state or local tax withholding obligations that may arise in connection with the Option. The Option may not be exercised unless all such tax withholding obligations are satisfied. Optionee may elect to have the Company reduce the number of Shares otherwise issuable upon exercise of the Option by the number of whole Shares, rounded down, with a Market Value equal to or less than the amount of the withholding tax due. The Company will withhold any remaining withholding tax due from other payments owed to the undersigned.

9. **Related Matters.** Notwithstanding anything herein to the contrary, additional conditions or restrictions related to the Option may be contained in the Plan.

INFUSYSTEM HOLDINGS, INC.

Date of Grant: November 15, 2017

By: /s/ Gregg Lehman

OPTIONEE

/s/ Richard A. DiIorio

STOCK APPRECIATION RIGHT AWARD AGREEMENT

INFUSYSTEM HOLDINGS, INC.
EQUITY PLAN

Name of Grantee: Richard A. DiIorio

Grant Date: November 15, 2017

Number of Stock Appreciation Rights: 200,000

Exercise Price per Stock Appreciation Right: \$2.00, being 100% or more of the Market Value of a Share on Grant Date specified above.

Expiration Date: March 31, 2019.

This Agreement evidences the grant (the "Award") by InfuSystem Holdings, Inc. (the "Company") of stock appreciation rights ("SARs") to the above-referenced "Grantee" as of the "Grant Date" pursuant to the InfuSystem Holdings, Inc. Equity Plan (the "Plan"), which is hereby incorporated in this Agreement by reference. By accepting the Award, Grantee agrees to be bound in accordance with the provisions of the Plan. The Award is made in consideration of the services to be rendered by the Grantee to the Company and is subject to the terms and conditions of the Plan. Any capitalized terms that are not defined in this Agreement shall have the same meaning as in the Plan.

1. **Grant of SARs.** Grantee is hereby awarded the number of SARs first set forth above. Each SAR entitles the Grantee to receive, upon exercise, an amount equal to the excess of (i) the Market Value of a Share on the date of exercise, over (ii) the "Exercise Price per Stock Appreciation Right" referenced above (the "Appreciation Value"). The SARs are being granted pursuant to the terms of the Plan.

2. **Vesting.**

(a) **Vesting based on Share Price.** One half of the SARs granted pursuant to this Award (100,000 SARs) will vest and become exercisable during the period beginning on December 31, 2018, and ending on the Expiration Date, if the Shares have a closing public market price on the New York Stock Exchange of \$3.00 or more for any period of ten (10) consecutive trading days during the period beginning on January 1, 2018, and ending on December 31, 2018. No SARs shall vest after the Grantee's termination of service as an employee, director, or other service provider of the Company and its Subsidiaries and any unvested SARs shall not be exercisable after the Grantee's termination of service as an employee, director, or other service provider of the Company and its Subsidiaries.

(b) ***Vesting based on Achievement of Performance Goals.*** One-half of the SARs granted pursuant to this Award (100,000 SARs) will vest and become exercisable during the period beginning on December 31, 2018, and ending on the Expiration Date, if the Compensation Committee certifies that the Company achieved ninety percent (90%) or more of target on both elements of the Company's corporate objectives under the 2018 Employee Incentive Compensation Plan. No SARs shall vest after the Grantee's termination of service as an employee, director, or other service provider of the Company and its Subsidiaries and any unvested SARs shall not be exercisable after the Grantee's termination of service as an employee, director, or other service provider of the Company and its Subsidiaries.

(c) ***Expiration.*** The SARs will expire on the Expiration Date set forth above, or earlier as provided in this Agreement or the Plan.

3. ***Exercise.***

(a) ***Time of Exercise.*** The Grantee (or in the case of exercise after the Grantee's death, the Grantee's executor, administrator, heir or legatee, as the case may be) may exercise his or her vested SARs, in whole or in part, by following the procedures set forth herein. If partially exercised, the Grantee may exercise the remaining unexercised portion of the SARs at any time after vesting and until the Expiration Date. No SARs shall be exercisable after the earlier of (i) the Expiration Date set out above; or (ii) three (3) months after the date the Grantee ceases to be an employee or director of the Company and its Subsidiaries, unless the Grantee's termination of service occurred due to death, in which case the SARs will expire and may not be exercised more than one (1) year following the Grantee's date of death.

(b) ***Election to Exercise.*** To exercise the SARs, the Grantee (or in the case of exercise after the Grantee's death, the Grantee's executor, administrator, heir or legatee, as the case may be) must deliver a written notice (or notice through another previously approved method, which could include a web-based or e-mail system) to the Controller of the Company, or his or her designee, which sets forth the number of SARs being exercised, together with any additional documents the Company may require. Each such notice must satisfy whatever then-current procedures apply to the SARs and must contain such representations as the Company requires. If someone other than the Grantee exercises the SARs, then such person must submit documentation reasonably acceptable to the Company verifying that such person has the legal right to exercise the SARs.

(c) ***Date of Exercise.*** The SARs shall be deemed to be exercised on the business day that the Company receives a fully executed exercise notice. If the notice is received after business hours on such date, then the SAR shall be deemed to be exercised on the business day immediately following the business date such notice is received by the Company.

(d) ***Restrictions on Exercise.*** The SARs may be exercised during the Grantee's lifetime only by the Grantee and shall not be assignable or transferable otherwise than by will or by the laws of descent and distribution. As a condition to the exercise of the SARs, the Company may require the person exercising the SARs to make any representation and warranty to the Company as the Company determines may be required by any applicable law or regulation.

4. **Form of Payment.** Upon the exercise of all or a portion of the SARs, the Grantee shall be entitled to, at the election of the Committee, either (i) a cash payment equal to the Appreciation Value of the SARs being exercised or (ii) Shares (if available under the Plan) with a Market Value equal to the Appreciation Value of the SARs being exercised, and in each case, less any amounts withheld pursuant to Section 5 of this Agreement.

5. **Withholding.** The exercise of the SARs in whole or in part constitutes authorization for the Company to withhold from payroll and other amounts due to the Grantee, including, if elected by the Grantee, from the Appreciation Value payable to the Grantee upon exercise of the SARs, any amounts required to satisfy any federal, state, or local tax withholding obligations that may arise in connection with the SARs. The SARs may not be exercised unless all such tax withholding obligations are satisfied.

6. **Non-transferability of SARs.** The SARs may not be transferred in any manner otherwise than by will or the laws of descent and distribution and may be exercised during the lifetime of the Grantee only by the Grantee. The terms of this Agreement shall be binding upon the executor, administrator, heir, legatee, successor, or assigns, as the case may be, of the SARs.

7. **Change in Control.** Unless otherwise determined by the Committee at the time of a Change in Control (as defined below), a Change in Control shall have no effect on the SARs. In the event of a Change in Control, the Committee may, in its discretion and upon at least ten (10) days' advanced notice to the Grantee, cancel the SARs and pay to the Grantee the Appreciation Value of the SARs based upon the price per share of Shares received or to be received by other shareholders of the Company in the event. Notwithstanding the foregoing, if at the time of a Change in Control the Exercise Price of the SARs equals or exceeds the price paid for a Share in connection with the Change in Control, the Committee may cancel the SARs. For purposes of this Agreement, the term "Change in Control" means: (i) the sale of all or substantially all of the assets of the Company; (ii) the merger or recapitalization of the Company whereby the Company is not the surviving entity; or (iii) the acquisition, directly or indirectly, of the beneficial ownership (within the meaning of that term as it is used in Section 13(d) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder) of fifty percent (50%) or more of the outstanding voting securities of the Company by any person, trust, entity or group.

8. **Adjustments.** The SARs may be adjusted or terminated in any manner as contemplated by Section 7 or Section 8.5 of the Plan.

9. **No Right to Continued Employment.** Neither the Plan nor this Agreement confer upon the Grantee any right to be retained in any position, as an employee, director, Non-Employee Director, or service provider, of the Company or any Subsidiary. Further, nothing in the Plan or this Agreement shall be construed to limit the discretion of the Company or any Subsidiary to terminate the Grantee's employment at any time, with or without cause.

10. **Section 409A; No Deferral of Compensation.** Neither the Plan nor this Agreement is intended to provide for the deferral of compensation within the meaning of Section 409A of the Internal Revenue Code (the "Code"). The Company reserves the right to unilaterally amend or modify the Plan or this Agreement, to the extent the Company considers it necessary or advisable, in its sole discretion, to comply with, or to ensure that the SARs granted hereunder are not subject to, Section 409A of the Code.

11. **Notices.** Any notice required to be delivered to the Company under this Agreement shall be in writing and addressed to the Controller of the Company at the Company's principal corporate offices at 31700 Research Park Drive, Madison Heights, Michigan 48071. Any notice required to be delivered to the Grantee under this Agreement shall be in writing and addressed to the Grantee at the Grantee's address as shown in the records of the Company. Either party may designate another address in writing (or by such other method approved by the Company) from time to time.

12. **Governing Law.** This Agreement will be construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

13. **Interpretation.** Any dispute regarding the interpretation of this Agreement shall be submitted by the Grantee or the Company to the Committee for review. The resolution of such dispute by the Committee shall be final and binding on the Grantee and the Company.

14. **SARs Subject to Plan.** This Agreement is subject to the Plan as approved by the Company's shareholders. The terms and provisions of the Plan as it may be amended from time to time are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.

15. **Successors and Assigns.** The Company may assign any of its rights under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement will be binding upon the Grantee and the Grantee's beneficiaries, executors, administrators and the person(s) to whom the SARs may be transferred by will or the laws of descent or distribution.

16. **Severability.** The invalidity or unenforceability of any provision of the Plan or this Agreement shall not affect the validity or enforceability of any other provision of the Plan or this Agreement, and each provision of the Plan and this Agreement shall be severable and enforceable to the extent permitted by law.

17. **Discretionary Nature of Plan.** The Plan is discretionary and may be amended, cancelled or terminated by the Company at any time, in its discretion. The grant of the SARs in this Agreement does not create any contractual right or other right to receive any SARs or other Awards in the future. Future Awards, if any, will be at the sole discretion of the Company. Any amendment, modification, or termination of the Plan shall not constitute a change or impairment of the terms and conditions of the Grantee's employment with the Company.

18. **Acceptance.** The Grantee hereby acknowledges receipt of a copy of the Plan and this Agreement. The Grantee has read and understands the terms and provisions thereof, and accepts the SARs subject to all of the terms and conditions of the Plan and this Agreement. The Grantee acknowledges that there may be adverse tax consequences upon exercise of the SARs and that the Grantee should consult a tax advisor prior to such exercise.

The parties hereto have executed this Agreement as of the date first above written.

INFUSYSTEM HOLDINGS, INC.

By: /s/ Gregg Lehman
Name: Gregg Lehman
Title: Executive Chairman of the Board
Date: November 15, 2017

GRANTEE

By: /s/ Richard A. DiIorio
Name: Richard A. DiIorio
Date: November 15, 2017



InfuSystem Holdings, Inc.
31700 Research Park Drive
Madison Heights, MI 48071
248-291-1210

Richard DiIorio Appointed as President and Chief Executive Officer of InfuSystem Holdings, Inc.

MADISON HEIGHTS, MICHIGAN, November 16, 2017—InfuSystem Holdings, Inc. (NYSE American: INFU) (“InfuSystem” or the “Company”), a leading provider of infusion pumps and related services for the healthcare industries in the United States and Canada, announced the appointment of Richard DiIorio as President and Chief Executive Officer, effective November 15, 2017. Mr. DiIorio has been elected to serve on InfuSystem’s Board of Directors. With Mr. DiIorio’s appointment, the Office of the President will cease to operate.

Mr. DiIorio brings a strong track record of accomplishment with more than 17 years of medical sales experience, extensive expertise in product launch, and industry knowledge focused on driving growth in the oncology market. Mr. DiIorio has served as a member of the Company’s Office of the President since May 2017 and as General Manager of Oncology since December 2016. Mr. DiIorio served as InfuSystem’s Executive Vice President of Oncology Sales from July 2014 to November 2016 and Regional Vice President and Vice President Strategic Development from August 2010 to July 2014. Mr. DiIorio joined InfuSystem in January 2004 and served as Territory Manager until July 2010. During Mr. DiIorio’s 13-year tenure with InfuSystem, he has received numerous awards and honors. Prior to joining the Company, Mr. DiIorio held various sales and sales leadership roles at Stryker Medical, Novartis Pharmaceuticals, and Thermo Scientific. He earned a Bachelor of Science degree in Biology from Boston College.

Gregg Lehman, Executive Chairman of InfuSystem, said, “We are pleased to announce the appointment of Rich DiIorio as our new Chief Executive Officer. He has been an instrumental contributor to the Office of the President and the Board believes that our outstanding management team will coalesce with Rich’s leadership and drive the Company to improved operational performance. Rich has built a distinguished career holding leadership positions in medical sales for more than 17 years. His business experience and leadership abilities are fully aligned with the Board and its expectations.”

About InfuSystem Holdings, Inc.

InfuSystem Holdings, Inc. is a leading provider of infusion pumps and related services to hospitals, oncology practices and other alternate site healthcare providers. Headquartered in Madison Heights, Michigan, the Company delivers local, field-based customer support and also operates Centers of Excellence in Michigan, Kansas, California, Texas, Georgia and Ontario, Canada. The Company's stock is traded on the NYSE American under the symbol INFU.

Forward-Looking Statements

Statements made in this press release that are not historical facts are considered to be forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act") and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). The words "believe," "may," "will," "estimate," "continue," "anticipate," "intend," "should," "plan," "expect," "strategy," "future," "likely," variations of such words, and other similar expressions, as they relate to the Company, are intended to identify forward-looking statements. However, the absence of these words or similar expressions does not mean that a statement is not forward-looking. Forward-looking statements include statements relating to future actions, business plans, objectives and prospects, future operating or financial performance. In connection with the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995, the Company is identifying certain factors that could cause actual results to differ, perhaps materially, from those indicated by these forward-looking statements. Those factors, risks and uncertainties include, but are not limited to, potential changes in overall healthcare reimbursement, including CMS competitive bidding, sequestration, concentration of customers, increased focus on early detection of cancer, competitive treatments, dependency on Medicare Supplier Number, availability of chemotherapy drugs, global financial conditions, changes and enforcement of state and federal laws, natural forces, competition, dependency on suppliers, risks in acquisitions & joint ventures, U.S. Healthcare Reform, relationships with healthcare professionals and organizations, technological changes related to infusion therapy, dependency on websites and intellectual property, the ability of the Company to successfully integrate acquired businesses, dependency on key personnel, dependency on banking relations and covenants, and other risks associated with our common stock, as well as any litigation to which the Company may be involved in from time to time; and other risk factors as discussed in the Company's annual report on Form 10-K for the year ended December 31, 2016 and in other filings made by the Company from time to time with the Securities and Exchange Commission, including our quarterly reports on Form 10-Q. Our annual report on Form 10-K is available on the SEC's EDGAR website at www.sec.gov, and a copy may also be obtained by contacting the Company. All forward-looking statements made in this press release speak only as of the date hereof. We do not intend, and do not undertake any obligation, to update any forward-looking statements to reflect future events or circumstances after the date of such statements, except as required by law.

Additional information about InfuSystem Holdings, Inc. is available at www.infusystem.com.

CONTACT: Gregg Lehman
Executive Chairman – InfuSystem Holdings, Inc.
615-567-5462

Joe Dorame, Joe Diaz & Robert Blum
Lytham Partners, LLC
602-889-9700