

**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): July 31, 2019

FARO TECHNOLOGIES, INC.

(Exact name of registrant as specified in its charter)

Florida
(State or other jurisdiction
of incorporation)

0-23081
(Commission
File Number)

59-3157093
(IRS Employer
Identification No.)

250 Technology Park, Lake Mary, Florida 32746
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (407) 333-9911

N/A

(Former name or former address, if changed since last report)

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

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

| Title of each class | Trading Symbol(s) | Name of each exchange on which registered |
|--------------------------------|-------------------|---|
| Common Stock, par value \$.001 | FARO | Nasdaq Global Select Market |

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

Emerging growth company

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

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

On July 31, 2019, Robert Seidel entered into a Transition and Separation Agreement (the “Transition Agreement”) with FARO Technologies, Inc. (the “Company”). Pursuant to the Transition Agreement, Mr. Seidel acknowledged his resignation from the position of Chief Financial Officer of the Company and as an officer or director of any subsidiary of the Company effective July 26, 2019. Mr. Seidel will continue to serve as an at-will employee of the Company through October 31, 2019, or such earlier date as determined by the Company, in its sole discretion, upon notice to Mr. Seidel (the “Transition Period”), in order to provide assistance and input concerning ongoing business matters, to effectively transition matters to other executives and to perform such other duties as directed by the Company’s Chief Financial Officer. The Company will continue to pay Mr. Seidel his current base salary of \$344,020 per annum through October 31, 2019. Mr. Seidel will not receive a bonus payment under the Company’s short-term cash incentive program in respect of performance for any part of 2019.

Consistent with the Company’s severance obligations to Mr. Seidel set forth in the Employment Agreement, dated December 21, 2016, between the Company and Mr. Seidel filed as Exhibit 10.1 to the Company’s Current Report on Form 8-K dated December 21, 2016, the Transition Agreement provides that, following the Transition Period, Mr. Seidel will receive the following severance benefits:

- *Base salary severance.* The Company will continue to pay Mr. Seidel his existing salary of \$344,020 payable in biweekly installments over a period of 12 months following the expiration of the Transition Period, or until October 31, 2020 if Mr. Seidel is discharged without cause during the Transition Period or if the Company exercises its right to shorten the Transition Period for any reason.
- *Stock option and restricted stock unit vesting.* Any outstanding and unvested stock options held by Mr. Seidel will become fully exercisable as of the expiration of the Transition Period and any outstanding restricted stock units held by Mr. Seidel will become fully vested and will immediately convert to shares of the Company’s common stock as of the expiration of the Transition Period.

In addition, the Company will reimburse Mr. Seidel for the monthly COBRA payments that Mr. Seidel makes for a period of up to 12 months. The Transition Agreement includes non-compete and non-solicitation covenants pursuant to which Mr. Seidel has agreed not to compete against or solicit any customer or employee of the Company for a period of two years after the conclusion of the Transition Period, and also includes confidentiality and non-disparagement covenants.

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

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

The following exhibits are furnished with this Current Report on Form 8-K:

EXHIBIT INDEX

| Exhibit Number | Description |
|----------------------|--|
| 10.1 | Transition and Separation Agreement by and between FARO Technologies, Inc. and Robert E. Seidel, dated July 31, 2019 |
| 104 | Cover Page Interactive Data File - The cover page of this Current Report on Form 8-K filed on August 2, 2019, formatted in Inline XBRL |

SIGNATURES

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

FARO Technologies, Inc.

/s/ Jody S. Gale

By: Jody S. Gale

Its: Senior Vice President, General Counsel & Secretary

August 2, 2019

TRANSITION AND SEPARATION AGREEMENT

This Transition and Separation Agreement (this “Agreement”), dated this 31st day of July, 2019, is entered into by and between FARO Technologies, Inc. (the “Company”), and Robert E. Seidel (“Seidel”).

Recitals

WHEREAS, in connection with Seidel’s separation from the Company, and in order to promote a smooth and amicable transition of duties, the Company has decided to offer the separation compensation and the other consideration described herein, conditioned upon Seidel’s compliance with the terms and conditions described in this Agreement.

NOW THEREFORE, in consideration of the promises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Agreement1) **Transition.**

a) **Resignation.** Seidel’s resignation from the position of Chief Financial Officer and from any other positions or appointments that he may hold by or through the Company and its affiliates, including as an officer or director of any subsidiary of the Company, is effective July 26, 2019 (the “Resignation Date”). Seidel agrees to execute, promptly upon request by the Company or any of its affiliates, any additional documents necessary to effectuate such resignations. After the Resignation Date, Seidel will no longer be authorized or permitted to incur any expenses, obligations or liabilities on behalf of the Company or engage in any duties and responsibilities except the Transition Duties outlined below.

b) **Transition Duties.** After the Resignation Date and continuing to October 31, 2019 (the “Transition Period”), Seidel shall continue as an at-will employee of the Company to perform the transition duties outlined herein (the “Transition Duties”). In recognition of Seidel’s stated desire to pursue outside interests, it is anticipated that the Transition Duties will not require Seidel’s full time attention, and the Company understands and accepts that Seidel may work remotely as necessary during the Transition Period. Seidel shall work at the direction of the Company’s Chief Financial Officer towards achieving a smooth transition of authority and operations to the Company’s employees designated by the Company’s Chief Financial Officer, providing assistance and input concerning ongoing work-related matters in order to effectively transition matters to other staff, and performing other duties as reasonably directed by the Chief Financial Officer. Seidel acknowledges and agrees that his employment with the Company will terminate at the conclusion of the Transition Period, and that the Company may shorten the Transition Period in its sole discretion upon notice to Seidel. The Company acknowledges and agrees that if Seidel is discharged without cause during the Transition Period or the Company exercises its right to shorten the Transition Period for any reason, the consideration set forth in Section 2(a) below shall continue to be paid as severance until October 31, 2020 and the COBRA reimbursement set forth in Section 2(d) shall be extended through April 30, 2020.

c) **Indemnification.** The Company shall, to the fullest extent permitted or required by the Florida Business Corporation Act (“FBCA”), indemnify Seidel against any and all liabilities, and advance any and all reasonable expenses, incurred thereby in any proceeding to which Seidel is a party or in which Seidel is deposed or called to testify as a witness because of his performance of the Transition Duties, including without limitation in connection with the transition of his duties as an officer or director of any of the Company’s subsidiaries following the Resignation Date. The rights to indemnification granted hereunder shall not be deemed exclusive of any other rights to indemnification against liabilities or the advancement of expenses which Seidel may be entitled under any written agreement, the Company’s articles of incorporation, bylaws, the FBCA, or otherwise.

2) **Consideration.** The Company agrees to pay Seidel the following consideration (the “Separation Compensation”), contingent upon Seidel’s execution of this Agreement, and Seidel’s continued full compliance with the terms of this Agreement:

a) In consideration for valuable consideration provided under this Agreement, the Company will continue to pay Seidel his existing base salary of \$344,020, payable in biweekly installments during the Transition Period consistent with the Company’s current payroll practices. Seidel will not receive a bonus payment under the Company’s short-term cash incentive program in respect of performance for any part of 2019. During the Transition Period and with respect to fulfilling his obligations under Section 7, Seidel shall be entitled to out of pocket expense reimbursement consistent with the Company’s travel and expense policy.

b) In consideration for Seidel agreeing to the covenants set forth in Sections 3, 5, 7, 8 and 9 of this Agreement:

i) the Company will continue to pay Seidel his existing base salary of \$344,020, payable in biweekly installments over a period of twelve (12) months following the expiration of the Transition Period consistent with the Company’s current payroll practices;

ii) any outstanding and unvested stock options held by Seidel shall become fully exercisable as of the expiration of the Transition Period, and such stock options shall thereafter continue or lapse in accordance with the other provisions of the applicable award certificate;

iii) any outstanding restricted stock units held by Seidel shall become fully vested as of the expiration of the Transition Period and shall immediately convert to shares of Company common stock as of the expiration of the Transition Period;

provided, however that in the case of both (ii) and (iii) above, if Seidel breaches any of the covenants set forth in Sections 3, 5, 7, 8 or 9 of this Agreement in any material respect, his outstanding stock options shall terminate immediately and automatically upon such breach and shall not be exercisable following such breach regardless of the vested status of such stock options, and Seidel’s unvested restricted stock units shall be immediately and automatically forfeited upon such breach, in each case without further consideration or any act or action by Seidel.

c) The payments and other consideration described in Sections 2(a) and 2(b) shall be minus the deductions the Company considers appropriate for any local, state and federal income taxes, Social Security, Medicare and other analogous withholdings. The Company’s agreement to make the payments described in Sections 2(a) and 2(b) is specifically contingent upon Seidel executing this Agreement and not revoking the Agreement, as set forth in Section 11(f) below. To the extent the Separation Compensation becomes payable pursuant to the terms of this Agreement, the Company will begin to make such payments within five (5) business days (or, if later, on the first payroll date) after this Agreement becomes effective and not subject to revocation pursuant to Section 11(f) below.

d) Seidel’s health insurance benefits with the Company shall continue on the same terms and conditions during the Transition Period, and cease to be effective at the conclusion of the Transition Period. Seidel shall be offered COBRA continuation following the conclusion of the Transition Period to the extent required by law and provided that Seidel timely elects continuation of medical benefits pursuant to COBRA, and does not become eligible for medical benefits under any other employer plan, the Company will reimburse Seidel the monthly COBRA payment which Seidel makes, for a period not to exceed twelve (12) months. The extent to which Seidel may continue to participate in the Company’s other employee benefit plans during the Transition Period will be determined in accordance with the written terms of the applicable written plan documents and insurance contracts governing those employee benefit plans.

3) **General Release and Covenant Not to Sue.** In return for the Separation Compensation described in Section 2(b), Seidel fully and forever discharges and releases the Company, its subsidiaries and affiliates, and each of their respective officers, directors, managers, employees, agents, attorneys and successors and assigns (collectively, the “FARO Companies”) from any and all claims or causes of action, known or unknown, for relief of any nature, arising on or before the date of this Agreement, which Seidel now has or claims to have or which Seidel at any time

prior to signing this Agreement had, against the FARO Companies, including, but in no way limited to: any claim arising from or related to Seidel's employment by FARO or the termination of Seidel's employment with FARO, including but not limited to any claim under the Age Discrimination in Employment Act ("ADEA"), the Older Workers Benefit Protection Act ("OWBPA"), Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 1981, the Americans With Disabilities Act ("ADA"), the Family and Medical Leave Act ("FMLA"), the Employee Retirement Income Security Act ("ERISA"), the Equal Pay Act ("EPA"), the Occupational Safety and Health Act ("OSHA"), the Florida Civil Rights Act and any and all other local, state, and federal law claims arising under statute or common law. Seidel also agrees not to file a lawsuit against any of the FARO Companies in connection with such released claims. Seidel agrees that if anyone makes a claim or undertakes an investigation involving him in any way, Seidel waives any and all rights and claims to financial recovery resulting from such claim or investigation. Seidel further represents that he has not assigned to any other person any of such claims, and that he has the full right to grant this release. It is agreed that this is a general release and it is to be broadly construed as a release of all claims, except those that cannot be released by law. By signing this Agreement, Seidel acknowledges that he is doing so knowingly and voluntarily, that he understands that he may be releasing claims he may not know about, and that he is waiving all rights he may have had under any law that is intended to protect him from waiving unknown claims. Notwithstanding the foregoing, nothing in this Section 3 shall affect Seidel's right to indemnification pursuant to Article 6 of the Company's Amended and Restated Articles of Incorporation.

4) **No Admission of Liability.** The signing of this Agreement, the payment of the Separation Compensation, and the conferring of any other consideration upon Seidel is not an admission by the Company of fault or potential liability on the part of the Company. Rather, this Agreement is entered into in an effort to provide Seidel with a separation package and to end the parties' employment relationship on an amicable basis. Seidel agrees that neither this Agreement nor any of its terms shall be offered or admitted into evidence or referenced in any judicial or administrative proceedings for the purpose or with the effect of attempting to prove fault or liability on the part of the Company, except as may be necessary to consummate or enforce the express terms of this Agreement.

5) **Confidentiality and Non-Disparagement.**

a) Seidel agrees not to disclose confidential, sensitive, or proprietary information concerning the Company obtained by him during his employment with the Company. For purposes of this Agreement, "confidential, sensitive, or proprietary" information would include, without limitation, all materials and information (whether written or not) about the Company's services, products, processes, research, customers, personnel, finances, purchasing, sales, marketing, accounting, costs, pricing, improvements, discoveries, software, business methods and formulas, inventions, and other business aspects of the Company which are not generally known and accessible to the public at large or which provide the Company with a competitive advantage.

b) Seidel agrees that he *will not*: (1) make any statements to representatives of any press or media, Company employee, government entity, customer or vendor, which is disparaging of the Company, its reputation, or the character, competence or reputation of any officer, director, executive, employee, partner, or agent of the Company or any of its affiliated entities; (2) directly or indirectly provide information, issue statements, or take any action that would be reasonably likely to damage the Company's reputation, cause the Company embarrassment or humiliation, or otherwise cause or contribute to the Company being held in disrepute; (3) directly or indirectly seek to cause any person or organization to discontinue or limit their current employment or business relationship with the Company; or (4) encourage or assist others to issue such statements or take such actions prohibited in this Section.

c) Notwithstanding anything herein to the contrary, any confidentiality, non-disclosure, non-disparagement or similar provision in this agreement does not prohibit or restrict Seidel (or his attorney) from initiating communications directly with, or responding to any inquiry from, or providing testimony before, the SEC, FINRA, any other self-regulatory organization or any other state or federal regulatory authority, regarding this Agreement or its underlying facts or circumstances.

6) **Return of Property.** Seidel agrees that no later than the conclusion of the Transition Period he will have returned all Company business records and property, including as applicable all financial files, notes, computer, cell

phone, keys, contracts, employee records, files, correspondence, thumb drives, or the like containing information which was provided by the Company or obtained as a result of Seidel's employment relationship with the Company.

7) **Future Assistance.** In partial consideration for receiving the Separation Compensation, Seidel agrees that after the Transition Period, he will reasonably cooperate and make himself reasonably available to the Company in the event his assistance is needed to locate, understand, or clarify work previously performed by him or other work-related issues relating to his employment. Seidel further agrees, upon the Company's request, to cooperate, assist and make himself reasonably available to the Company or its attorneys, on an as-needed basis, to provide information related to the Company's financial statements, as well as any lawsuits which are pending or which may arise in the future, related in any way to issues of which Seidel had personal knowledge or involvement during the term of employment with the Company. This may include, but is not limited to, making himself reasonably available to provide information to the Company's attorneys, providing truthful and accurate sworn testimony in the form of deposition, affidavit and/or otherwise requested by the Company or providing testimony to government agencies. Given Seidel's position as an executive employee, if he is contacted by a governmental agency to provide information related to the Company, he agrees to contact the Company's General Counsel *prior to* providing any information or response to the governmental agency in order to provide the Company with a meaningful opportunity to respond to such a request. To the extent permitted by applicable law, Seidel also agrees to permit the Company's attorneys to be present during any interview he may be required to give with any governmental entity.

8) **Non-Competition.** In order to protect the Company's trade secrets and confidential information, third-party goodwill and other legitimate business interests, Seidel acknowledges and agrees that during the Transition Period and for a period of two (2) years after the conclusion of the Transition Period (the "Restricted Period"), Seidel will not, without the Company's express written permission, directly or indirectly, assist, be employed by, consult with, or provide services to any FARO Competitor. Seidel understands and agrees that, during the Restricted Period, he is and will be subject to the restrictions set forth in this Section 8 in any geographic territory where the Company conducts business, including without limitation, the continental United States, Europe and Asia. "FARO Competitor" means (i) any business or enterprise that provides goods and/or services similar to or competitive with the Company (each such business or enterprise, a "Competitor"), or (ii) any of such Competitor's subsidiaries, affiliates, agents or distributors, irrespective of whether the subsidiary, affiliate, agent or distributor itself provides goods and/or services similar to or competitive with the Company. As used in this definition, "affiliate" includes any entity, business or enterprise that, directly or indirectly, controls a Competitor or is under common control through another person or entity with a Competitor. The terms "controls," "controlled by," and "under common control" mean, when used with respect to any specified legal entity, the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. The term "assist" includes any direct or indirect interest in any enterprise, whether as a stockholder, member, partner, joint venture, franchisor, franchisee, executive, consultant or otherwise (other than by ownership of less than two percent (2%) of the stock of a publicly held corporation) or rendering any direct or indirect service or assistance to any FARO Competitor.

9) **Non-Solicitation.** During the Restricted Period, Seidel shall not, without the prior written permission of the Company, directly or indirectly, for himself or on behalf of any other person or entity, (i) solicit, call upon, encourage or contact, or attempt to solicit, call upon, encourage or contact any customer or prospective customer of the Company or any of its subsidiaries for purposes of providing products or services competitive with those products or services offered by the Company or any of its subsidiaries or causing such person or entity to terminate their business relationship with the Company or any of its subsidiaries, or (ii) solicit or induce, or attempt to solicit or induce, any employee of the Company or any of its subsidiaries to terminate his or her relationship with the Company or any of its subsidiaries and/or to enter into an employment or agency relationship with Seidel or with any other person or entity with whom Seidel is affiliated, provided that the restriction in this Section 9 shall apply only to employees of the Company or any of its subsidiaries with whom Seidel worked by virtue of and during his employment with the Company.

10) **Section 409A.** The provisions of this Agreement will be administered, interpreted and construed in a manner consistent with Section 409A of the Internal Revenue Code of 1986, as amended, the regulations issued thereunder, or any exception thereto (or disregarded to the extent such provision cannot be so administered, interpreted, or construed). Each payment under this Agreement shall be considered a separate and distinct payment. Seidel shall have

no right to designate the date of any payment under this Agreement. Seidel will not be considered to have terminated employment with the Company and its affiliates for purposes of any payments under this Agreement which are subject to Section 409A until Seidel would be considered to have incurred a "separation from service" (within the meaning of Section 409A). To the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A, amounts that would otherwise be payable pursuant to this Agreement or any other arrangement between Seidel and the Company and its affiliates during the six (6) month period immediately following Seidel's separation from service will instead be paid on the first business day after the date that is six (6) months following Seidel's separation from service (or, if earlier, Seidel's date of death). Nothing contained in this Agreement shall constitute any representation or warranty by the Company regarding compliance with Section 409A or any other applicable provision of federal, state, local or other tax law. The Company has no obligation to take any action to prevent the assessment of any tax under Section 409A or any other applicable provision of federal, state, local or other tax law, and neither the Company, nor any of the FARO Companies, shall have any liability to Seidel or any other person with respect thereto.

11) **Miscellaneous.**

a) Seidel shall pay all damages (including, but not limited to, litigation and/or defense costs, expenses, prejudgment interest, and reasonable attorneys' fees) incurred by the Company as a result of Seidel's material breach of this Agreement. The Company shall pay all damages (including, but not limited to, litigation and/or defense costs, expenses, prejudgment interest, and reasonable attorneys' fees) incurred by Seidel as a result of the Company's material breach of this Agreement.

b) Seidel agrees that the Company shall have no other obligations or liabilities to him except as provided herein. This Agreement shall be construed as a whole in accordance with its fair meaning and the laws of the State of Florida. Any dispute under this Agreement shall be adjudicated by a court of competent jurisdiction in the state or federal courts of Orange County, Florida. Except as otherwise provided for herein, this Agreement constitutes the entire agreement between the Company and Seidel on the matters described herein and it shall not be modified unless in writing and executed by a duly authorized officer of the Company. The provisions of this Agreement are severable and if any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision.

c) Except as otherwise provided in Section 2 of this Agreement, this Agreement shall have no effect on Seidel's entitlement to stock options or other benefits earned and vested prior to the conclusion of the Transition Period, except to the extent such benefits are affected by the conclusion of the Transition Period under the terms of the respective plans governing such benefits. Except as provided in this subsection (c), such benefits shall be governed by the terms of their respective plans outside the terms of this Agreement.

d) SEIDEL ACKNOWLEDGES THAT HE VOLUNTARILY ENTERS INTO THIS AGREEMENT WITH A FULL AND COMPLETE UNDERSTANDING OF ITS TERMS AND LEGAL EFFECT. SEIDEL REPRESENTS THAT HE WAS ADVISED TO CONSULT WITH AN ATTORNEY ABOUT THE PROVISIONS OF THIS AGREEMENT BEFORE SIGNING BELOW.

e) Seidel further represents that by entering into this Agreement, Seidel is not relying on any statements or representations made by the Company, its officers, directors, agents, or employees, which are not specifically incorporated in this Agreement; rather, Seidel is relying upon Seidel's own judgment and the advice of Seidel's attorney, if applicable.

f) The offer embodied in this Agreement shall remain open and capable of acceptance by Seidel until August 22, 2019, after which time the offer shall be revoked. Seidel acknowledges that he has been given at least 21 calendar days from the date of this Agreement to accept the terms of this Agreement, although he may accept it at any time within those 21 days. After Seidel executes this Agreement, Seidel will still have an additional 7 days in which to revoke his acceptance. To revoke, Seidel must notify the Company's General Counsel in writing delivered via hand delivery or certified mail, return receipt requested, and the Company's General Counsel must receive such written notification before the end of the 7-day revocation period. If Seidel does not execute this Agreement within the 21-day period, or if he timely revokes this Agreement during the 7-day revocation period, this Agreement will not become effective and

he will not be entitled to the Separation Compensation provided for in Section 2 above, and he will return to the Company any and all Separation Compensation already received by him under this Agreement.

g) This Agreement may not be revoked at any time after the expiration of the 7-day revocation period referenced in Section 11(f) above. This Agreement is not intended to and shall not affect the right of Seidel to file a lawsuit, complaint or charge that challenges the validity of this Agreement under the Older Workers Benefit Protection Act, 29 U.S.C. §626(f), with respect to claims under the ADEA. Seidel agrees, however, that, with the exception of an action to challenge his waiver of claims under the ADEA, if he ever attempts to make, assert or prosecute any claim(s) covered by the General Release and Covenant Not to Sue in Section 3, he will, prior to filing or instituting such claim(s), return to the Company any and all the Separation Compensation payments already received by him under this Agreement, plus interest at the highest legal rate, and, with the exception of an action to challenge his waiver of claims under the ADEA, if the Company prevails in defending the enforceability of any portion of the Agreement or in defending itself against any such claim, he will pay the Company's attorneys' fees and costs incurred in defending itself against the claim(s) and/or the attempted revocation, recession or annulment of all or any portion of this Agreement.

h) The rights and obligations of the Company under this Agreement shall inure to the benefit of, and shall be binding upon the successors and assigns of the Company and by this Section 11(h), Seidel expressly consents to the Company's right to assign this agreement. This Agreement cannot be assigned by Seidel.

i) Except as provided in Section 11(c), this Agreement sets forth the entire agreement between the parties concerning the termination of Seidel's employment with the Company and supersedes any other written or oral promises concerning the subject matter of this Agreement.

j) This Agreement may be signed in counterparts or transmitted by electronic means, but shall be considered duly executed if so signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year indicated below.

FARO TECHNOLOGIES, INC.

/s/ Katrona Tyrrell

By: Katrona Tyrrell
Its: Chief People Officer
Date: July 31, 2019

/s/ Robert E. Seidel

By: Robert E. Seidel
Date: July 31, 2019