UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-K

☑ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2023

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to

Commission File No. 001-35083

NOVANTA INC.

(Exact name of registrant as specified in its charter)

New Brunswick, Canada **(State or other jurisdiction of incorporation or organization)**	**98-0110412** **(I.R.S. Employer Identification No.)**
125 Middlesex Turnpike **Bedford, Massachusetts, USA** **(Address of principal executive offices)**	**01730** **(Zip Code)**

(781) 266-5700

(Registrant's telephone number, including area code)

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 shares, no par value	NOVT	The Nasdaq Global Select Market

Securities Registered Pursuant to Section 12(g) of the Act:

None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. YES ☑ NO ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. YES ☐ NO ☑

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. YES ☑ NO ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (Section 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). YES ☑ NO ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer	☑	Accelerated Filer	☐
Non-accelerated Filer	☐	Smaller reporting company	☐
		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. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☑

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). YES ☐ NO ☑

The aggregate market value of the outstanding common shares held by non-affiliates of the Registrant, based on the closing price of the common shares reported on the Nasdaq Global Select Market on the last business day of the most recently completed second fiscal quarter (June 30, 2023) was $5,033,820,322. For purposes of this disclosure, common shares held by officers and directors of the Registrant and by persons who held more than 10% of the Registrant's outstanding common shares have been excluded because such persons may be deemed to be affiliates. This determination of affiliate status is not necessarily conclusive.

As of February 21, 2024, there were 35,845,462 shares of the Registrant's common shares, no par value, issued and outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the Registrant's Definitive Proxy Statement for the Registrant's Annual Meeting of Shareholders scheduled to be held on May 8, 2024 to be filed with the Securities and Exchange Commission are incorporated by reference in answers to Part III of this Annual Report on Form 10-K.

Auditor Firm Id:	238	Auditor Name:	PricewaterhouseCoopers LLP	Auditor Location:	Boston, Massachusetts, United States

NOVANTA INC.
FORM 10-K
YEAR ENDED DECEMBER 31, 2023

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As used in this report, the terms "we," "us," "our," "Novanta," "NOVT" and the "Company" mean Novanta Inc. and its subsidiaries, unless the context indicates another meaning.

Unless otherwise noted, all dollar amounts in this report are expressed in United States dollars.

The following brand and trade names of the Company are used in this report: Cambridge Technology, Synrad, Laser Quantum, ARGES, WOM, NDS, Med X Change, Reach Technology, JADAK, ThingMagic, Photo Research, General Scanning, ATI Industrial Automation, Celera Motion, IMS, MicroE, Applimotion, Zettlex, Ingenia and Westwind.

PART I

Cautionary Note Regarding Forward Looking Statements

Except for historical information, the matters discussed in this Annual Report on Form 10-K are forward looking statements that involve risks, uncertainties and assumptions that, if they never materialize or if they prove incorrect, could cause our consolidated results to differ materially from those expressed or implied by such forward looking statements. The Company makes such forward looking statements under the provision of the "Safe Harbor" section of the Private Securities Litigation Reform Act of 1995. Actual future results may vary materially from those projected, anticipated, or indicated in any forward-looking statements as a result of various important factors, including those set forth in Item 1A of this Annual Report on Form 10-K under the heading "Risk Factors." Readers should also carefully review the risk factors described in the other documents that we file with the Securities and Exchange Commission ("SEC") from time to time. In this Annual Report on Form 10-K, the words "anticipates," "believes," "expects," "intends," "future," "estimates," "plans," "could," "would," "should," "potential," "continues" and similar words or expressions (as well as other words or expressions referencing future events, conditions or circumstances) identify forward looking statements. Forward looking statements also include the assumptions underlying or relating to any of the forward-looking statements. The forward looking statements contained in this Annual Report include, but are not limited to, statements related to: our belief that the Purchasing Managers Index may provide an indication of the impact of general economic conditions on our sales into the advanced industrial end market; our strategy; anticipated financial performance; expected liquidity and capitalization; drivers of revenue growth and our growth expectations in various markets; management's plans and objectives for future operations, expenditures and product development, and investments in research and development; business prospects; potential of future product releases and expansion of our product and service offerings; anticipated revenue performance; industry trends; market conditions; our competitive positions; changes in economic and political conditions, including increased interest rates and inflation; changes in accounting principles; changes in actual or assumed tax liabilities; expectations regarding tax exposures; anticipated reinvestment of future earnings and dividend policy; anticipated expenditures in regard to the Company's benefit plans; future acquisitions, integration and anticipated benefits from acquisitions and dispositions; anticipated economic benefits and expected costs of restructuring programs; ability to repay our indebtedness; our intentions regarding the use of cash; expectations regarding legal and regulatory environmental, social and governance requirements and our compliance thereto; and other statements that are not historical facts. All forward looking statements included in this document are based on information available to us on the date hereof. We will not undertake and specifically decline any obligation to update any forward-looking statements, except as required under applicable law.

Item 1. *Business*

Overview

Novanta Inc. and its subsidiaries (collectively referred to as the "Company", "Novanta", "we", "us", "our") is a leading global supplier of core technology solutions that give medical and advanced industrial original equipment manufacturers ("OEMs") a competitive advantage. We combine deep proprietary technology expertise and competencies in precision medicine and manufacturing, medical solutions, and robotics and automation with a proven ability to solve complex technical challenges. This enables us to engineer core components and sub-systems that deliver extreme precision and performance, tailored to our customers' demanding applications.

The Company was founded and initially incorporated in Massachusetts in 1968 as General Scanning, Inc. ("General Scanning"). In 1999, General Scanning merged with Lumonics Inc. The post-merger entity, GSI Lumonics Inc., continued under the laws of the Province of New Brunswick, Canada. In 2005, the Company changed its name to GSI Group Inc. Through a series of strategic divestitures and acquisitions, the Company transformed from one that was more focused on the semiconductor industry to one that primarily develops and supplies components and sub-systems to OEMs in the medical and advanced industrial markets. The Company changed its name to Novanta Inc. in May 2016.

Strategy

Our strategy is to drive sustainable, profitable growth through short-term and long-term initiatives, including:

- disciplined focus on our diversified business model of providing components and sub-systems to long life-cycle OEM customer platforms in attractive medical and advanced industrial niche markets;
- improving our business mix to increase medical sales as a percentage of total revenue by:
  - introducing new products aimed at attractive medical applications, such as minimally invasive and robotic surgery, ophthalmology, patient monitoring, drug delivery, clinical laboratory testing and life science equipment;
  - deepening our key account management relationships with and driving cross selling of our product offerings to leading medical equipment manufacturers; and

- pursuing complementary medical technology acquisitions;

- increasing our penetration of high growth advanced industrial applications, such as laser materials processing, intelligent end-of-arm robotic technology solutions, robotics, laser additive manufacturing, automation and metrology, by working closely with OEM customers to launch application specific products that closely match the requirements of each application;
- broadening our portfolio of enabling proprietary technologies and capabilities through increased investment in new product development, and investments in application development to further penetrate existing customers, while expanding the applicability of our solutions to new markets;
- broadening our product and service offerings through the acquisition of innovative and complementary technologies and solutions in medical and advanced industrial technology applications;
- expanding sales and marketing channels to reach new target customers;
- improving our existing operations to expand profit margins and improve customer satisfaction by implementing lean manufacturing principles, strategic sourcing across our major production sites, and optimizing and limiting the growth of our fixed cost base; and
- attracting, retaining, and developing world-class talented, diverse, and motivated employees.

Recent Developments

Acquisition of Motion Solutions

On January 2, 2024, we completed the acquisition of Motion Solutions Parent Corp. ("Motion Solutions"), an Irvine, California-based provider of highly engineered integrated solutions, specializing in proprietary precision motion and advanced motion control solutions, for a total purchase price of $192.2 million in cash, subject to customary closing and net working capital adjustments. Motion Solutions acquisition will be included in our Medical Solutions reportable segment.

Business Environment

Inflationary Pressures

In 2023, we continued to experience higher than normal inflation of raw materials and component prices and labor costs. We have generally been able to offset increases in these costs through various productivity cost reduction initiatives, as well as increasing our selling prices to pass through some of these higher costs to our customers. However, our ability to raise our selling prices depends on market conditions and competitive dynamics. Given the timing of our actions compared to the timing of these inflationary pressures, there may be periods during which we are unable to fully recover the increases in our costs. Additionally, the inflationary pressures have given rise to significant increases in interest rates as various governments used monetary policy to contain and reduce inflation. As a result, our weighted average interest rate increased from approximately 5.1% as of December 31, 2022 to approximately 6.2% as of December 31, 2023.

Geopolitical Conflicts

In February 2022, Russian forces invaded Ukraine. In response, the U.S., the European Union ("EU"), and several other countries imposed economic and trade sanctions and other restrictions (collectively, "global sanctions") targeting Russia and Belarus. Russia then imposed retaliatory economic measures against the U.S., the EU, and several other countries. Our historical sales to Russia were not material. We also do not have any assets, employees or third-party contractors in Russia or Ukraine. However, the duration of the conflict and further sanctions could have further impact on the global economy and inflation.

In early October 2023, Israel declared war on Hamas after the Palestinian militant group launched a surprise cross-border raid in Israel. We are monitoring the social, political and economic environment in Israel and in the region for any impact on our businesses. Our historical sales to Israel were around 1% of our total sales. We do not have any assets, employees, or third-party contractors in Israel. Due to the uncertainty around the duration of the conflict, future impacts are unknown to our businesses.

Acquisitions

We continuously evaluate our business mix and financial performance and have executed a series of acquisitions in line with our strategy. The following table summarizes significant acquisitions since 2014:

Company	Year of Acquisition	Total Purchase Price (in millions)
Motion Solutions Parent Corp.	2024	$ 192.2
MPH Medical Devices S.R.O.	2022	$ 22.6
ATI Industrial Automation, Inc.	2021	$ 223.9
Schneider Electric Motion USA, Inc.	2021	$ 118.6
ARGES GmbH	2019	$ 73.2
Zettlex Holdings Limited	2018	$ 32.0
Laser Quantum Limited (24%)[1]	2018	$ 45.1
Laser Quantum Limited (35%)	2017	$ 31.1
W.O.M. World of Medicine GmbH	2017	$ 134.9
JADAK LLC	2014	$ 94.8

(1) After the acquisition of the remaining (approximately 24%) noncontrolling interests of Laser Quantum Limited ("Laser Quantum") in September 2018, we owned 100% of the outstanding equity of Laser Quantum.

Segments

During the first quarter of 2023, we changed the names of our reportable segments from "Photonics" to "Precision Medicine and Manufacturing", from "Vision" to "Medical Solutions", and from "Precision Motion" to "Robotics and Automation", respectively. The segment name changes did not result in any change to the compositions of our segments and therefore did not result in any change to historical results.

We have determined that we have three reportable segments. Our reportable segments have been identified based on commonality and adjacency of technologies, applications, and customers amongst our individual product lines. We evaluate the performance of, and allocate resources to, our segments based on revenue, gross profit and operating profit. The following table shows the external revenues, gross profit margin and operating profit for each of the segments for the year ended December 31, 2023 (dollars in millions):

	Revenue	Gross Profit Margin	Operating Profit
Precision Medicine and Manufacturing	$ 283.0	49.1%	$ 69.3
Medical Solutions	$ 325.2	41.7%	$ 41.9
Robotics and Automation	$ 273.5	47.9%	$ 48.4

See Note 18 to Consolidated Financial Statements for additional financial information about our reportable segments.

Precision Medicine and Manufacturing

The Precision Medicine and Manufacturing segment designs, manufactures and markets photonics-based solutions, including laser scanning, laser beam delivery, CO2 laser, solid state laser, ultrafast laser, and optical light engine products to customers worldwide. The segment serves highly demanding photonics-based applications for advanced industrial processes, medical and life science imaging, DNA sequencing, and medical laser procedures, particularly ophthalmology applications. The vast majority of the segment's product offerings are sold to OEM customers. The segment sells the majority of these products directly, utilizing a highly technical sales force, and also sells some indirectly, through resellers and distributors.

The Precision Medicine and Manufacturing segment is comprised of the following four product lines:

Product Lines	Key End Markets	Brand Names	Description
Laser Beam Delivery Components	Advanced Industrial and Medical	Cambridge Technology	Galvanometer and polygon optical scanning components. These products provide precise control and delivery of laser beams through motorized manipulation of mirrors and optical elements and are integrated by OEM manufacturers with their controlling hardware and software. Advanced industrial applications include additive manufacturing, packaging converting, laser marking, micromachining and metrology. Medical applications include optical coherence tomography imaging, microscopy, and laser-based vision correction.
Laser Beam Delivery Solutions	Advanced Industrial and Medical	Cambridge Technology, Synrad, Laser Quantum	Galvanometer and polygon optical scan heads that provide precise control and delivery of laser beams through motorized manipulation of mirrors and optical elements in multi-axis scan heads, highly integrated scanning subsystems, and controlling hardware and software. Optical light engine products that integrate lasers into light engines with full beam parameter control. Advanced industrial applications include additive manufacturing, packaging converting, laser marking, micromachining and metrology. Medical applications include DNA sequencing, optical coherence tomography imaging, microscopy, super-resolution imaging, and laser-based vision correction.
CO_2 Lasers	Advanced Industrial	Synrad	Continuous and pulsed CO_2 lasers with power ranges from 5 to 400 watts. Applications include coding, marking, engraving, cutting and trimming of non-metals, fine materials processing, additive manufacturing, packaging converting, and medical applications in dental and dermatology.
Solid State and Ultrafast Lasers	Medical and Advanced Industrial	Laser Quantum	Diode-pumped solid-state lasers and ultrafast lasers in the visible to near-infrared. Applications include DNA sequencing, microscopy, micromachining and super-resolution imaging.

Medical Solutions

The Medical Solutions segment designs, manufactures and markets a range of medical grade technologies, including medical insufflators, pumps and related disposables; visualization solutions; wireless technologies, video recorders, and video integration technologies for operating room integrations; optical data collection and machine vision technologies; radio frequency identification ("RFID") technologies; thermal chart recorders; spectrometry technologies, and embedded touch screen solutions. The vast majority of the segment's product offerings are sold to OEM customers. The segment sells the majority of these products directly, utilizing a highly technical sales force, and also sells some indirectly, through resellers and distributors.

The Medical Solutions segment is comprised of the following nine product lines:

Product Lines	Key End Markets	Brand Names	Description
Medical Insufflators, Pumps and Accessories	Medical	WOM	Insufflators, pumps, light sources and video couplers, gamma probes and related accessories and consumables for minimally invasive surgery.
Visualization Solutions	Medical	NDS	High definition, 4K and 4K 3D visualization solutions for minimally invasive surgery.
Video Processing, Streaming and Capture	Medical	NDS, Med X Change	Imaging management for visual information, including real-time distribution, documentation, control, recording, and streaming for multiple imaging modalities for surgical applications. High definition wireless transmission of video signals in minimally invasive surgical equipment.
Touch Panel Displays	Medical and Advanced Industrial	Reach Technology	Embedded capacitive and resistive touch panel technology that delivers high-performance solutions.
Machine Vision	Medical and Advanced Industrial	JADAK	Camera-based machine vision products and solutions used for image analysis within medical devices and advanced industrial applications.
RFID Technologies	Medical and Advanced Industrial	JADAK, ThingMagic	RFID technologies via High-Frequency (HF) and Ultra-High Frequency (UHF) readers, writers and antennas for applications such as surgical part tracking and counterfeit detection.
Barcode Identification	Medical and Advanced Industrial	JADAK	Embedded and handheld data collection products for barcode identification.
Thermal Chart Recorders	Medical	JADAK	Rugged thermal chart recorders for patient monitoring, defibrillator equipment, blood gas analyzers, and pulse oximeters.
Light and Color Measurement	Advanced Industrial	Photo Research	Light and color measurement devices, including spectroradiometers, photometers, and color characterization software, used in research and development and quality control testing.

Robotics and Automation

The Robotics and Automation segment designs, manufactures and markets optical and inductive encoders, precision motors, servo drives and motion control solutions, integrated stepper motors, intelligent robotic end-of-arm technology solutions, and air bearing spindles to customers worldwide. The vast majority of the segment's product offerings are sold to OEM customers. The segment sells the majority of these products directly, utilizing a highly technical sales force, and also sells some indirectly, through resellers and distributors.

The Robotics and Automation segment is comprised of the following seven product lines:

Product Lines	Key End Markets	Brand Names	Description
Optical Encoders	Advanced Industrial and Medical	Celera Motion	Optical encoders for precision motion control and sensing in semiconductor and electronics manufacturing, industrial and medical robotics, metrology, satellite communications, medical devices, and laboratory and diagnostics equipment.
Inductive Encoders	Advanced Industrial and Medical	Celera Motion, Zettlex	Inductive encoders for precision motion control and sensing in satellite communications, medical devices, industrial and medical robotics, autonomous vehicles, and laboratory and diagnostics equipment.
Precision Motors	Advanced Industrial and Medical	Celera Motion, Applimotion, IMS	Direct drive motor components and integrated motion sub-assemblies for precision motion control in semiconductor and electronics manufacturing, industrial and medical robotics, autonomous vehicles, metrology, satellite communications, medical devices, and laboratory and diagnostics equipment.
Servo drives and motion control solutions	Advanced Industrial and Medical	Celera Motion, Ingenia	Precision motion servo drives and control software used in industrial robotics, medical robotics, autonomous vehicles, satellite communications, and medical equipment.
Integrated Stepper Motors	Advanced Industrial and Medical	IMS	Integrated motion control solutions and electronic controls for automation equipment, agricultural robotics, industrial robotics, medical and life science applications.
Intelligent robotic end-of-arm technology solutions	Advanced Industrial and Medical	ATI	Robotic accessories and end-of-arm tooling, including tool changers, multi-axis force torque sensors, utility couplers, material removal tools, collision sensors, and compliance devices. Applications include advanced industrial and medical robotics.
Air Bearing Spindles	Advanced Industrial	Westwind	High-speed and precision air bearings and air bearing spindles. Applications include printed circuit board ("PCB") manufacturing, automotive coating, and semiconductor manufacturing equipment.

End Markets

We primarily operate in two end markets: the medical market and the advanced industrial market.

Medical Market

For the year ended December 31, 2023, the medical market accounted for approximately 54% of our revenue. Revenue from our products sold to the medical market is generally affected by hospital and other healthcare provider capital spending, growth rates of surgical procedures, changes in regulatory requirements and laws, aggregation of purchasing by healthcare networks, changes in technology requirements, timing of OEM customers' product development and new product launches, changes in customer or patient preferences, and general demographic trends.

Advanced Industrial Market

For the year ended December 31, 2023, the advanced industrial market accounted for approximately 46% of our revenue. Revenue from our products sold to the advanced industrial market is affected by a number of factors, including changing technology requirements and preferences of our customers, productivity or quality investments in a manufacturing environment, the financial condition of our customers, changes in regulatory requirements and laws, and general economic conditions. We believe that the Purchasing Managers' Index on manufacturing activities specific to different regions around the world may provide an indication of the impact of general economic conditions on our sales into the advanced industrial market.

Customers

We have a diverse group of customers that includes companies that are global leaders in the medical and advanced industrial markets. Many of our customers participate in several market industries. During the year ended December 31, 2023, revenue from an OEM customer primarily in the medical end market accounted for approximately 10% of our consolidated revenue. No customer accounted for 10% or more of our consolidated revenue during the years ended December 31, 2022 or 2021, respectively.

Our customers include many OEMs who integrate our products into their systems for sale to end users. A typical OEM customer will usually evaluate our products and our ability to provide application knowledge and expertise, post-sales application support and services, supply chain management over long durations, manufacturing capabilities, product quality, global presence, and product customization before deciding to incorporate our products into their products or systems. Customers generally choose suppliers based on several factors, including product performance, reliability, application support, price, breadth of the supplier's product offerings, the financial condition of the supplier, and the geographical coverage offered by the supplier. Once certain products have been designed into a given OEM customer's product or system, there are generally significant barriers to subsequent supplier changes until the end of the product or system life cycle, especially in the medical market.

Seasonality

While our revenues are not highly seasonal on a consolidated basis, sales from some of our individual product lines are impacted in the first quarter by the lower seasonal spending patterns of our customers due to their annual capital budgeting cycles.

Backlog

As of December 31, 2023 and 2022, our consolidated backlog was approximately $473.1 million and $611.6 million, respectively. Most orders included in backlog represent open orders for products and services that, based on management's projections, have a reasonable probability of being delivered over the subsequent twelve months. The ability to reschedule orders included in backlog varies depending on the customer and the order. Management believes that backlog typically is not a complete indicator of future business prospects for any of our reportable segments due to the ability of customers to reschedule orders based on their updated demand, changes in customer order lead times, and potential fluctuations in our supply chain and manufacturing capacity. Therefore, backlog as of any date should not be relied upon as a complete indicator of our revenues for any future period. During 2023, several of our product lines continued to experience longer than normal lead times for customer orders, caused by higher customer demand, the unprecedented raw material shortages and supply chain disruptions in the previous two years, as well as other economic and geopolitical factors.

Manufacturing

The majority of our manufacturing functions are performed internally, while a relatively small portion of our manufacturing processes are outsourced to highly qualified third parties primarily for cost related reasons.

Products offered by our Precision Medicine and Manufacturing segment are manufactured at facilities in Bedford, Massachusetts; Mukilteo, Washington; Taunton and Manchester, United Kingdom; and Suzhou, China. Products offered by our Medical Solutions segment are primarily manufactured at facilities in Syracuse, New York; Mukilteo, Washington; Přelouč, Czech Republic; and Ludwigsstadt, Germany. Products offered by our Robotics and Automation segment are manufactured at facilities in Bedford, Massachusetts; Apex, North Carolina; Marlborough, Connecticut; Rocklin, California; and Suzhou, China.

The majority of our products are produced in manufacturing operations certified under either ISO 9001 certification or ISO 13485 certification. All of our manufacturing operations have been certified under ISO 14001. More than 50% of our manufacturing operations are certified under ISO 45001. Certain visualization solutions, imaging informatics, and medical insufflators, pumps, disposables, and accessories products are manufactured under current good manufacturing practices (cGMPs), which is a requirement for medical devices by the United States Food and Drug Administration (the "FDA").

Marketing, Sales and Distribution

We sell our products globally, primarily through our direct sales force. We also use distributors, including manufacturers' representatives, to either augment our selling effort or serve a local market where we have no direct sales force. Our local sales, applications, and service teams and our distributors work closely with our customers to ensure customer satisfaction with our products. We have sales and service centers located in the United States, Europe and Asia.

To support our sales efforts, we maintain and continue to invest in a number of application centers around the world, where our application experts work closely with customers on integrating and using our solutions in their equipment. We currently maintain service and application centers in the United States, Europe and Asia.

Competition

We encounter strong competition in virtually all the markets, applications, and technologies we serve. Due to the wide and diverse range of products and technologies, we face many different types of competitors and competition. Our competitors range from large foreign and domestic organizations, which produce a comprehensive array of goods and services and may have greater financial and other resources than we do, to small organizations producing a limited number of highly specialized products or services for specialized applications. The competitive climate of many of the end market applications we serve is characterized by rapidly evolving technology and customer demands that require continuous investments by us. Our competitive success requires advances in technology and product performance, improved price-for-performance ratios, demonstrated increased throughput performance for our customers' products, lower total cost of ownership, product quality, depth of our application knowledge and expertise, reputation amongst customers, customer service and technical support, speed to market, geographical presence, and deep customer relationships.

We believe that our products offer many competitive advantages for our customers and the breadth of our technologies gives us deep applications knowledge to better serve our customers' needs.

Raw Materials, Components and Supplies

Each of our businesses uses a wide variety of raw materials, components and parts that are generally available from alternative sources of supply and in adequate quantities from domestic and foreign sources. In some instances, we are able to design and/or re-engineer the parts and components used in our products in case of supply chain shortages. For certain raw materials, components and parts used in the production of some of our principal products, we have identified only a limited number of suppliers or, in some instances, a single source of supply. We also rely on a limited number of suppliers to manufacture subassemblies for some of our products.

For a further discussion of the importance and risks associated with our supply chain, see applicable risk factors under Item 1A of this Annual Report on Form 10-K.

Patents and Intellectual Property

We rely upon a combination of copyrights, patents, trademarks, trade secret laws and restrictions on disclosure to protect our intellectual property rights. We hold several registered and pending patents in the United States and other countries. In addition, we also have trademarks registered in the United States and other countries. We will continue to actively pursue applications for new patents and trademarks as we deem appropriate. However, there can be no assurance that any other patents will be issued to us or that such patents, if and when issued, will provide any protection or benefit to us.

Although we believe that our patents and pending patent applications are important, we rely upon several additional factors that are essential to our business success, including: market position, technological innovation, know-how, application knowledge and product performance. However, there can be no assurance that we will be able to sustain these advantages. Considering the diversified nature of our businesses, we do not believe that any individual patent is material to our business as a whole.

We also protect our proprietary rights by controlling access to our proprietary information and by maintaining confidentiality agreements with our employees, consultants, and certain customers and suppliers. For a further discussion of the importance of risks associated with our intellectual property rights, see applicable risk factors under Item 1A of this Annual Report on Form 10-K.

Human Capital

We believe that our employees are our most important asset. The Chief Human Resources Officer ("CHRO") is responsible for developing and executing our human capital strategy. This includes the acquisition, development, and retention of talent to deliver on our strategy as well as the design of employee compensation and benefits, and diversity, equity, and inclusion ("DEI") initiatives. The

Chief Executive Officer (“CEO”) and the CHRO regularly update our board of directors on the operation and status of these human capital activities, including, but not limited to, talent management, talent development, and succession planning. As of December 31, 2023, we employed approximately 2,900 people, of which approximately 41% were in the United States, 51% in Europe, and 8% in Asia. We win with our customers by delivering new technology innovations through our engineering teams of approximately 600 employees.

We believe that our employees have a meaningful role in helping us develop our culture. We utilize survey feedback mechanisms to measure employee engagement and organizational health. This enables us to gain insight into our current status and identify areas where we can improve. We have conducted six surveys of our entire employee population since 2018. We compare our employee engagement and organizational health scores against benchmark populations within our survey vendor's database. Our employee satisfaction score in the most recent survey in February 2024 was 95% of the benchmark score. This is an improvement of 5 percentage points compared to 2023. Following each survey cycle, we review the results with our teams across the Company and develop specific action plans based on the feedback we receive. We implement our action plans with the goal of improving our overall organizational health and employee engagement.

All employees are responsible for upholding the Novanta Code of Ethics and Business Conduct, which is important in delivering on our strategy. We maintain a compliance hotline for the confidential reporting of any suspected policy violations or unethical business conduct on the part of our businesses, employees, officers, directors, suppliers, or customers. We provide training and education to our global workforce with respect to our Code of Ethics and Business Conduct, anti-bribery and anti-corruption policies, data privacy regulations and workplace harassment on an annual basis.

Diversity and Inclusion

The Novanta Way defines our performance culture and begins with building cohesive teams based on trust, commitment, and accountability. Diversity, equity, and inclusion are an important part of our culture and are leader led and embedded into our ways of working. Our aim is to foster a collaborative and inclusive workplace, reflected in our governance, leadership, and technical expertise at all levels in the organization. Our policy is to not tolerate discrimination and harassment. We expect our teams to respect our core values and conduct themselves ethically at all times in accordance with the Novanta Code of Ethics and Business Conduct.

As of December 31, 2023, our board of directors was comprised of 50% men and 50% women, which is consistent with the prior year. Individuals from underrepresented groups (defined as individuals who self-identify as Black, African American, Hispanic or Latino, Asian, Native American, Alaskan Native, Native Hawaiian or Pacific Islander, or two or more races or ethnicities) continued at 13% representation on our board of directors as of December 31, 2023.

During 2023, our DEI roadmap included a series of strategic initiatives designed to foster an inclusive workforce with employees from all backgrounds. We remain committed to ensuring that our workforce represents the communities where we work and enhancing our recruiting processes to engage applicants from all communities. In 2023, we continued to find venues to connect with and identify qualified women and candidates from underrepresented populations for our final interview slates. At the end of 2023, women comprised 43% of our workforce, which was an increase of 3 percentage points in women representation on our workforce from December 31, 2022, and 27% of management positions, which was an increase of 2 percentage points from December 31, 2022. Employees from underrepresented groups comprised 48% of our U.S.-based workforce as of December 31, 2023, an increase of 3 percentage points compared to December 31, 2022.

We continue to foster an inclusive culture and promote lifelong learning by offering cultural awareness events and integrating them into our standard work. During 2023, we also launched a women’s empowerment and mentoring program for current and future women leaders.

Our Culture Council continues to support our Employee Resources Groups ("ERGs") to increase inclusion and sense of belonging among our employees leading to greater employee engagement. We currently have the following employee-led ERGs, Affinity Groups and Working Teams that are open to all employees:

- Multicultural & International ERG
- Women’s ERG
- Novanta Professionals Network ERG
- Pride Affinity Group
- Learning and Development Working Team
- Localization and Development Working Team

Our Localization and Development Working Team collaborated with our business units on NovantaCARES, our voluntary community outreach program, to promote greater equity within marginalized and underserved communities and to protect the environment. They also facilitated live peer-to-peer DEI educational programs to promote greater understanding of the benefits of diversity and inclusion.

Compensation and Benefits

We strive to provide market competitive compensation, benefits and services that help meet the varying needs of our employees. In addition to salaries and wages, these programs, which vary by country, can include annual bonuses, sales commissions, stock-based compensation awards, defined contribution retirement savings plans with company matching contributions, healthcare and other insurance benefits, flexible spending accounts, health savings accounts with company matching contributions, flexible time off, paid time off, paid family leave, and tuition assistance. Certain U.S. facilities have a dedicated medical professional on site to provide basic and preventative healthcare services to employees, provide general first aid, assess employee health risks, and promote overall employee health. Additionally, all U.S. employees and their families have access to video and telephonic Telemedicine support seven days a week, twenty-four hours a day. Our bonus and sales variable compensation plans allow for higher payouts when goals are exceeded and lower or no payouts when goals are not achieved as planned.

Growth and Development

We invest significant resources to develop the talent needed to remain at the forefront of innovation and make Novanta an employer of choice. In certain countries, we offer college tuition reimbursement for eligible employees for undergraduate and graduate studies. In 2019, we founded Novanta University as a primary instrument of company-wide learning management that includes both internal and external training courses. We leverage the Novanta University processes and learning content to ensure all new employees have a common and complete onboarding experience. Our people leaders, with the support of our human resources organization, are accountable for ensuring the onboarding process is complete and effective. In addition to Novanta University, we utilize our Novanta Growth System, which provides processes, tools, and training with a focus on continuous improvement. In 2023, further investment was made in leadership development and diversity, equity, and inclusion training.

In 2023, we launched two Leadership Development programs for our front-line and mid-level leaders and a gender specific training program. We also hosted numerous DEI training events throughout the year including masterclasses on relevant cultural topics and in-person training for our factory workforce.

NovantaCARES - Voluntary Community Support

We provide every employee with one paid day-off per year to volunteer at non-profit organizations supporting social charities or the environment. During 2023, we sponsored 575 community service days, compared to 314 days in 2022. During 2023, approximately 25% of our employees participated in at least one NovantaCARES event.

Safety and Wellbeing of Our Employees

We provide mandatory safety training in our facilities, which are designed to focus on empowering our employees with the knowledge and tools they need to make safe choices and to mitigate risks. In further support of our employees, we maintained and promoted our global health and wellness resource center, “NovantaWELL”. The resource center provides a central information hub for all employees, with country-specific information on physical and mental health and wellness.

Government Regulation

Our current and contemplated activities and the products and processes that will result from such activities are subject to substantial government rules and regulations, both in the United States and internationally. Such rules and regulations are subject to change by the governing agencies, and we monitor those changes closely.

Environmental Regulations

Most of our production facilities are subject to various federal, state, local, and/or foreign environmental regulations related to the use, storage, handling, and disposal of regulated materials, chemicals, and certain waste products.

We may face increasing complexity in our product designs and procurement operations due to the evolving nature of product compliance standards. Those standards may impact the material composition of our products entering specific markets. Such regulations went into effect in the European Union (“EU”) in 2006 (“The Restriction of Hazardous Substances Directive” (“RoHS”))

and in 2007 (“Registration, Evaluation, Authorisation and Restriction of Chemicals” (“REACH”)), and in China in 2007 (“Management Methods for Controlling Pollution Caused by Electronic Information Products Regulation” (“China-RoHS”)).

Our capital expenditures, earnings, and competitive position have not been, and are not expected to be, materially affected by our compliance with federal, state, local and foreign environmental provisions that have been enacted or adopted to regulate the discharge of materials into the environment.

Medical Device Regulations

Certain products manufactured by us are integrated into systems by our customers that are subject to regulation by the Federal Food and Drug Administration (the “FDA”) and foreign regulatory authorities. We must comply with certain quality control measurements in order for our products to be effectively used in our customers’ end products. Non-compliance with quality control measurements could result in fines, penalties, and loss of business with our customers.

We are also subject to certain medical device regulations. Medical devices are subject to extensive and rigorous regulation by the FDA and other federal, state, local and foreign authorities as well as notified bodies. In the United States, the Federal Food, Drug and Cosmetic Act (the “FDCA”) and related regulations govern the conditions of safety, efficacy, clearance, approval, manufacturing, quality system requirements, labeling, packaging, distribution, storage, recordkeeping, reporting, marketing, advertising, and promotion of medical devices.

FDA Premarket Clearance and Approval Requirements

Unless an exemption applies, each medical device commercially distributed in the U.S. requires either FDA clearance of a 510(k) premarket notification or approval of a premarket approval application (“PMA”). Under the FDCA, medical devices are classified into one of three classes—Class I, Class II or Class III—depending on the degree of risk associated with each medical device and the extent of manufacturer and regulatory control needed to ensure its safety and effectiveness. Class I includes devices with the lowest risk to the patient and are those for which safety and effectiveness can be assured by adherence to the FDA’s General Controls for medical devices, which include compliance with the applicable portions of the Quality System Regulation (the “QSR”), facility registration and product listing, reporting of adverse medical events, and truthful and non-misleading labeling, advertising, and promotional materials. Class II devices are subject to the FDA’s General Controls and special controls as deemed necessary by the FDA to ensure the safety and effectiveness of the device. These special controls can include performance standards, postmarket surveillance, patient registries and FDA guidance documents. While most Class I devices are exempt from the 510(k) premarket notification requirement, manufacturers of most Class II devices are required to submit to the FDA a premarket notification under Section 510(k) of the FDCA, requesting permission to commercially distribute the device. The FDA’s permission to commercially distribute a device subject to a 510(k) premarket notification is generally known as 510(k) clearance. Devices deemed by the FDA to pose the greatest risks, such as life-sustaining, life-supporting or some implantable devices, or devices that have a new intended use or use advanced technology that is not substantially equivalent to that of a legally marketed device, are placed in Class III, requiring approval of a PMA. Some pre-amendment devices are unclassified, but are subject to the FDA’s premarket notification and clearance process in order to be commercially distributed. In many cases, our customers are responsible for compliance with the FDA’s requirements applicable to medical devices. However, we also currently market certain Class II medical device products independently that are subject to these requirements.

510(k) Marketing Clearance Pathway

To obtain 510(k) clearance, we must submit to the FDA a premarket notification submission demonstrating that the proposed device is “substantially equivalent” to a predicate device already on the market. A predicate device is a legally marketed device that is not subject to premarket approval, i.e., a device that was legally marketed prior to May 28, 1976 (pre-amendments device) and for which a PMA is not required, a device that has been reclassified from Class III to Class II or Class I, or a device that was found substantially equivalent through the 510(k) process. The FDA’s 510(k) clearance process usually takes from nine to twelve months, but may take significantly longer. The FDA may require additional information, including clinical data, to make a determination regarding substantial equivalence.

If the FDA agrees that the device is substantially equivalent to a predicate device currently on the market, it will grant 510(k) clearance to commercially market the device. If the FDA determines that the device is “not substantially equivalent” to a previously cleared device, the device is automatically designated as a Class III device. The device sponsor must then fulfill more rigorous PMA requirements, or can request a risk-based classification determination for the device in accordance with the “de novo” process, which is a route to market for novel medical devices that are low to moderate risk and are not substantially equivalent to a predicate device.

After a device receives 510(k) marketing clearance, any modification that could significantly affect its safety or effectiveness, or that would constitute a major change or modification in its intended use, will require a new 510(k) marketing clearance or, depending

on the modification, a de novo classification or PMA approval. The FDA requires each manufacturer to determine whether the proposed change requires submission of a 510(k) or a PMA in the first instance, but the FDA can review any such decision and disagree with a manufacturer's determination. Many minor modifications are accomplished by a letter-to-file in which the manufacturer documents the change in an internal letter-to-file. The letter-to-file is prepared by the manufacturer in lieu of submitting a new 510(k) to obtain clearance for every change. The FDA can always review these letters-to-file in an inspection. If the FDA disagrees with a manufacturer's determination, the FDA can require the manufacturer to cease marketing and/or request the recall of the modified device until 510(k) marketing clearance or PMA approval is obtained. In these circumstances, we may also be subject to significant regulatory fines or penalties.

Post-market Regulations

After a device is cleared or approved for marketing, numerous and pervasive regulatory requirements continue to apply. These include:

- establishment registration and device listing with the FDA;
- QSR requirements, which require manufacturers, including third-party manufacturers, to follow stringent design, testing, control, documentation and other quality assurance procedures during all aspects of the design and manufacturing process;
- labeling and marketing regulations, which require that promotion is truthful, not misleading and fairly balanced, provide adequate directions for use and that all claims are substantiated, and also prohibit the promotion of products for unapproved or "off-label" uses and impose other restrictions on labeling;
- FDA guidance on off-label dissemination of information and responding to unsolicited requests for information;
- clearance or approval of product modifications to 510(k)-cleared devices that could significantly affect safety or effectiveness or that would constitute a major change in intended use of the cleared devices;
- medical device reporting regulations, which require that a manufacturer report to the FDA if a device that it markets may have caused or contributed to a death or serious injury, or has malfunctioned and the device or a similar device that it markets would be likely to cause or contribute to a death or serious injury, if the malfunction were to recur;
- correction, removal and recall reporting regulations, which require that manufacturers report to the FDA field corrections and product recalls or removals if undertaken to reduce a risk to health posed by the device or to remedy a violation of the FDCA that may present a risk to health;
- requirements governing Unique Device Identifiers on devices and also requiring the submission of certain information about each device to the FDA's Global Unique Device Identification Database;
- the FDA's recall authority, whereby the agency can order device manufacturers to recall from the market a product that is in violation of governing laws and regulations; and
- post-market surveillance activities and regulations, which apply when deemed by the FDA to be necessary to protect the public health or to provide additional safety and effectiveness data on the device.

Our manufacturing processes are required to comply with the applicable portions of the QSR, which cover the methods and the facilities and controls for the design, manufacture, testing, production, processes, controls, quality assurance, labeling, packaging, distribution, installation and servicing of finished devices intended for human use. The QSR also requires, among other things, maintenance of a device master file, device history file, and a complaints file. As a manufacturer, we are subject to periodic scheduled or unscheduled inspections by the FDA. Our failure to maintain compliance with the QSR requirements could result in the shut-down of, or restrictions on, our manufacturing operations and the recall or seizure of our products, which would have a material adverse effect on our business. The discovery of previously unknown problems with any of our products, including unanticipated adverse events or adverse events of increasing severity or frequency, whether resulting from the use of the device within the scope of its clearance or off-label by a physician in the practice of medicine, could result in restrictions on the device, including the removal of the product from the market or voluntary or mandatory device recalls.

The FDA has broad regulatory compliance and enforcement powers. If the FDA determines that we failed to comply with applicable regulatory requirements, it can take a variety of compliance or enforcement actions, which may result in any of the following sanctions:

- warning letters, untitled letters, fines, injunctions, consent decrees and civil penalties;
- recalls, withdrawals, or administrative detention or seizure of our products;
- operating restrictions or partial suspension or total shutdown of production;

- refusing or delaying requests for 510(k) marketing clearance or PMA approvals of new products or modified products;
- withdrawing 510(k) clearances or PMA approvals that have already been granted;
- refusal to grant export or import approvals for our products; or
- criminal prosecution.

Regulation of Medical Devices in the European Union and U.K.

The EU has adopted specific directives and regulations regulating the design, manufacture, clinical investigation, conformity assessment, labeling and adverse event reporting for medical devices.

Until May 25, 2021, medical devices were regulated by the Council Directive 93/42/EEC ("EU Medical Devices Directive") which has been repealed and replaced by Regulation (EU) No 2017/745 ("EU Medical Devices Regulation"). Our current certificates have been granted and renewed under the EU Medical Devices Directive. However, as of May 26, 2021, some of the EU Medical Devices Regulation requirements apply in place of the corresponding requirements of the EU Medical Devices Directive with regard to registration of economic operators and of devices, post-market surveillance, market surveillance and vigilance requirements. Pursuing marketing of medical devices in the EU will notably require that our devices be certified under the new regime set forth in the EU Medical Devices Regulation.

EU Medical Devices Directive

Under the EU Medical Devices Directive, all medical devices placed on the market in the EU must meet the relevant essential requirements in the EU Medical Devices Directive, including the requirement that a medical device must be designed and manufactured in such a way that it will not compromise the clinical condition or safety of patients, or the safety and health of users and others. In addition, the device must achieve the performance intended by the manufacturer and be designed, manufactured, and packaged in a suitable manner. The European Commission has adopted various standards applicable to medical devices. These include standards governing common requirements, such as sterilization and safety of medical electrical equipment and product standards for certain types of medical devices. There are also harmonized standards relating to design and manufacture. While not mandatory, compliance with these standards is viewed as the easiest way to satisfy the essential requirements as a practical matter as it creates a rebuttable presumption that the device satisfies that essential requirement.

To demonstrate compliance with the requirements in the EU Medical Devices Directive, medical device manufacturers must undergo a conformity assessment procedure, which varies according to the type of medical device and its risk classification. As a general rule, demonstration of conformity of medical devices and their manufacturers with the essential requirements must be based, among other things, on the evaluation of clinical data supporting the safety and performance of the products during normal conditions of use. Specifically, a manufacturer must demonstrate that the device achieves its intended performance during normal conditions of use, that the known and foreseeable risks and any adverse events are minimized and acceptable when weighed against the benefits of its intended performance, and that any claims made about the performance and safety of the device are supported by suitable evidence. Except for low-risk medical devices (Class I non-sterile, non-measuring devices), where the manufacturer can self-assess the conformity of its products with the essential requirements (except for any parts which relate to sterility or metrology), a conformity assessment procedure requires the intervention of a notified body. Notified bodies are independent organizations designated by EU member states to assess the conformity of devices before being placed on the market. A notified body would typically audit and examine a product's technical dossiers and the manufacturer's quality system (the notified body must presume that quality systems which implement the relevant harmonized standards, such as ISO 13485:2016 for Medical Devices Quality Management Systems, conform to these requirements). If satisfied that a relevant product conforms to the relevant essential requirements, a notified body issues a certificate of conformity, which the manufacturer uses as a basis for its own declaration of conformity. The manufacturer may then apply the European Conformity ("CE") mark to the device, which allows the device to be placed on the market throughout the EU.

Throughout the term of the certificate of conformity, the manufacturer will be subject to periodic surveillance audits to verify continued compliance with the applicable requirements. In particular, there will be a new audit by the notified body before it will renew the relevant certificate(s).

EU Medical Devices Regulation

The recently effective EU Medical Devices Regulation establishes a uniform regulatory framework across the EU for medical devices. Unlike the EU Medical Devices Directive, the EU Medical Devices Regulation is directly applicable in EU member states without the need for member states to implement it into national law. The new EU Medical Devices Regulation, among other things,

strengthens the rules on placing devices on the market, reinforces surveillance once they are available and, establishes explicit provisions on manufacturers' responsibilities for the follow-up of the quality, performance and safety of devices placed on the market.

The EU Medical Devices Regulation became effective on May 26, 2021. In accordance with its recently extended transitional provisions, both (i) devices lawfully placed on the market pursuant to the EU Medical Devices Directive prior to May 26, 2021 and (ii) legacy devices lawfully placed on the EU market after May 26, 2021 in accordance with the EU Medical Devices Regulation transitional provisions may generally continue to be made available on the market or put into service until May 26, 2025, provided that the requirements of the transitional provisions are fulfilled. In particular, the certificate in question must still be valid and no substantial change must be made to the device as such a modification would trigger the obligation to obtain a new certification under the EU Medical Devices Regulation and therefore to have a notified body conducting a new conformity assessment of the devices. However, even in this case, manufacturers must comply with a number of new or reinforced requirements set forth in the EU Medical Devices Regulation, including the obligations described below.

The EU Medical Devices Regulation requires that before placing a device, other than a custom-made device, on the market, manufacturers (as well as other economic operators such as authorized representatives and importers) must register by submitting identification information to the electronic system (Eudamed), unless they have already registered. The information to be submitted by manufacturers (and authorized representatives) also includes the name, address and contact details of the person or persons responsible for regulatory compliance. The new Regulation also requires that before placing a device, other than a custom-made device, on the market, manufacturers must assign a unique identifier to the device and provide it along with other core data to the unique device identifier ("UDI") database. These new requirements aim at ensuring better identification and traceability of the devices. Each device – and as applicable, each package – will have a UDI composed of two parts: a device identifier ("UDI-DI"), specific to a device, and a production identifier ("UDI-PI") to identify the unit producing the device. Manufacturers are also notably responsible for entering the necessary data on Eudamed, which includes the UDI database, and for keeping it up to date. The obligations for registration in Eudamed will become applicable at a later date (as Eudamed is not yet fully functional). Until Eudamed is fully functional, the corresponding provisions of the EU Medical Devices Directive continue to apply for the purpose of meeting the obligations laid down in the provisions regarding exchange of information, including, and in particular, information regarding registration of devices and economic operators.

All manufacturers placing medical devices into the market in the EU must comply with the EU medical device vigilance system which has been reinforced by the EU Medical Devices Regulation. Under this system, serious incidents and Field Safety Corrective Actions ("FSCAs") required to be taken by manufacturers must be reported to the relevant authorities of the EU member states. These reports will have to be submitted through Eudamed – once functional – and aim to ensure that, in addition to reporting to the relevant authorities of the EU member states, other actors such as the economic operators in the supply chain will also be informed. Until Eudamed is fully functional, the corresponding provisions of the EU Medical Devices Directive continue to apply. Manufacturers are required to take FSCAs, which are defined as any corrective action for technical or medical reasons to prevent or reduce a risk of a serious incident associated with the use of a medical device that is made available on the market. A serious incident is any malfunction or deterioration in the characteristics or performance of a device on the market (e.g., inadequacy in the information supplied by the manufacturer, undesirable side-effect), which, directly or indirectly, might lead to either the death or serious deterioration of the health of a patient, user, or other persons, or to a serious public health threat. An FSCA may include the recall, modification, exchange, destruction or retrofitting of the device. FSCAs must be communicated by the manufacturer or its legal representative to its customers and/or to the end users of the device through Field Safety Notices. For similar serious incidents that occur with the same device or device type and for which the root cause has been identified or a FSCA implemented or where the incidents are common and well documented, manufacturers may provide periodic summary reports instead of individual serious incident reports.

The advertising and promotion of medical devices is subject to some general principles set forth in EU legislation. According to the EU Medical Devices Regulation, only devices that are CE marked may be marketed and advertised in the EU in accordance with their intended purpose. Directive 2006/114/EC concerning misleading and comparative advertising and Directive 2005/29/EC on unfair commercial practices, while not specific to the advertising of medical devices, also apply to the advertising thereof and contain general rules, for example, requiring that advertisements are evidenced, balanced and not misleading. Specific requirements are defined at a national level. EU member states' laws related to the advertising and promotion of medical devices, which vary between jurisdictions, may limit or restrict the advertising and promotion of products to the general public and may impose limitations on promotional activities with healthcare professionals.

Many EU member states have adopted specific anti-gift statutes that further limit commercial practices for medical devices, in particular vis-à-vis healthcare professionals and organizations. Additionally, there has been a recent trend of increased regulation of payments and transfers of value provided to healthcare professionals or entities and many EU member states have adopted national "Sunshine Acts" which impose reporting and transparency requirements (often on an annual basis), similar to the requirements in the United States, on medical device manufacturers. Certain countries also mandate implementation of commercial compliance programs.

In the EU, regulatory authorities have the power to carry out announced and, if necessary, unannounced inspections of companies, as well as suppliers and/or sub-contractors and, where necessary, the facilities of professional users. Failure to comply with regulatory requirements (as applicable) could require time and resources to respond to the regulatory authorities' observations and to implement corrective and preventive actions, as appropriate. Regulatory authorities have broad compliance and enforcement powers and if such issues cannot be resolved to their satisfaction can take a variety of actions, including untitled or warning letters, fines, consent decrees, injunctions, or civil or criminal penalties.

The aforementioned EU rules are generally applicable in the European Economic Area ("EEA"), which consists of the 27 EU member states plus Norway, Liechtenstein and Iceland.

United Kingdom

Since January 1, 2021, the Medicines and Healthcare Products Regulatory Agency ("MHRA") has been the sovereign regulatory authority responsible for the medical device market in Great Britain (i.e. England, Wales and Scotland). The regulations on medical devices in Great Britain continue to be based largely on the two EU Directives (the EU Medical Devices Directive and Directive 90/385/EEC, or "EU Active Implantable Medical Devices Directive") which preceded the EU Medical Devices Regulation, as implemented into national law by the Medical Devices Regulations 2002 ("SI 2002 No 618", as amended). However, under the terms of the Protocol on Ireland/Northern Ireland, the EU Medical Devices Regulation applies to Northern Ireland.

On June 26, 2022, the MHRA published its response to a 10-week consultation on the post-Brexit regulatory framework for medical devices and diagnostics. The MHRA seeks to amend the Medical Devices Regulations 2002, in particular to create a new access pathway to support innovation, create an innovative framework for regulating software and artificial intelligence as medical devices, reform in-vitro diagnostic medical device regulation and foster sustainability through the reuse and remanufacture of medical devices. Regulations implementing the new regime were originally scheduled to come into force in July 2023, but the Government has recently confirmed that the core elements of the new regulations are likely to apply from July 2025. Devices which have valid CE certification issued by EU notified bodies under the EU Medical Devices Regulation or EU Medical Devices Directive are subject to transitional arrangements. The MHRA has introduced legislation which provides that CE marked medical devices may be placed on the Great Britain market along following timelines:

- general medical devices compliant with the EU Medical Devices Directive or EU Active Implantable Medical Devices Directive with a valid declaration and CE marking can be placed on the Great Britain market up until the sooner of the expiration of the certificate or June 30, 2028; and
- general medical devices, including custom-made devices, compliant with the EU Medical Devices Regulation can be placed on the Great Britain market up until June 30, 2030.

Following these transitional periods, it is expected that all medical devices will require a UK Conformity Assessment ("UKCA") mark. Manufacturers may choose to use the UKCA mark on a voluntary basis prior to the regulations coming into force. However, from July 2025, products which do not have existing and valid certification under the EU Medical Devices Directive or EU Medical Devices Regulation and are therefore not subject to the transitional arrangements will be required to carry the UKCA mark if they are to be sold into the market in Great Britain. UKCA marking will not be recognized in the EU. The rules for placing medical devices on the market in Northern Ireland, which is part of the U.K., differ from those in Great Britain (England, Scotland and Wales) and continues to be based on EU law.

For further information regarding EU and U.K. healthcare laws and regulations that our operations are subject to, see "Item 1A. Risk Factors—Risks Relating to Our Business— We are subject to extensive and dynamic medical device regulations, which may impede or hinder the approval, certification or sale of our products and, in some cases, may ultimately result in an inability to obtain approval or certification of certain products or may result in the recall or seizure of previously approved or certified products."

Other Healthcare Laws and Regulations

In the United States and other jurisdictions where we operate our business, there are healthcare laws and regulations that constrain our business operations, including our sales, marketing and promotional activities, and that limit the kinds of arrangements we may have with customers, physicians, healthcare entities and others in a position to purchase or recommend our products or other products or services we may develop and commercialize. Such laws include, without limitation, U.S. federal and state anti-kickback, fraud and abuse, false claims, pricing reporting, and physician payment transparency laws and regulations regarding drug pricing and payments or other transfers of value made to physicians and other licensed healthcare professionals as well as similar foreign laws in the jurisdictions outside the United States. Violations of these laws may result in substantial civil penalties, including treble damages, and criminal penalties, including imprisonment, fines, the curtailment or restructuring of our operations, and exclusion from participation in governmental healthcare programs.

Data Privacy and Security Laws and Regulations

Numerous state, federal and foreign laws govern the collection, dissemination, use, access to, confidentiality, and security of personal information, including health-related information. In the United States, numerous federal and state laws and regulations, including data breach notification laws, health information privacy and security laws that govern the collection, use, disclosure, and protection of health-related and other personal information, including HIPAA, could apply to our operations or the operations of our customers. In addition, certain state and non-U.S. laws, such as the California Consumer Privacy Act ("CCPA"), the California Privacy Rights Act ("CPRA"), and the General Data Protection Regulation ("GDPR"), govern the privacy and security of personal information, including health-related information in certain circumstances, some of which are more stringent than HIPAA and many of which differ from each other in significant ways and may not have the same effect, thus complicating compliance efforts. Failure to comply with these laws, where applicable, can result in the imposition of significant civil and/or criminal penalties and private litigation. Privacy and security laws, regulations, and other obligations are constantly evolving, may conflict with each other to make compliance efforts more challenging, and can result in investigations, proceedings, or actions that lead to significant penalties and restrictions on data processing.

Other Information

We maintain a website with the address *https://www.novanta.com*. We are not including the information contained on our website as part of, or incorporating it by reference into, this Annual Report on Form 10-K. We make available for download, free of charge through our website (*https://investors.novanta.com*), our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, proxy and information statements, and amendments to these reports as soon as reasonably practicable after we electronically file these materials with, or otherwise furnish them to, the Securities and Exchange Commission ("SEC"). In addition, our reports and other information are filed with securities commissions or other similar authorities in Canada and are available over the Internet at https://www.sedar.com.

Item 1A. ***Risk Factors***

The following risk factors could have a material adverse effect on our business, financial position, results of operations and cash flows and could cause the market value of our common shares to fluctuate or decline. These risk factors may not include all of the important factors that could affect our business or that could cause our future financial results to differ materially from historical or expected results or cause the market price of our common shares to fluctuate or decline.

Risks Relating to Our Business

Our results of operations could be adversely affected by economic and political conditions and the effects of these conditions on our customers' businesses, capital expenditures and levels of business activities.

A large portion of our product sales are dependent on our customers' need for increased capacity, productivity and cost saving initiatives, improved product quality and performance, and new investments. Weaknesses in our end markets could negatively impact our revenue and gross margin and consequently have a material adverse effect on our business, financial condition and results of operations. A severe and/or prolonged overall economic downturn or a negative or uncertain political climate could lead to weaknesses in our end markets and adversely affect our customers' financial condition and the timing or levels of our customers' capital expenditures or business activities. We have experienced significant cyclical end market fluctuations in the past. For example, diminished growth expectations, economic and political uncertainty in regions across the globe and effects of the COVID-19 pandemic adversely impacted our customers' financial condition and ability to maintain product order levels and reduced the demand for our products in 2020. In addition, certain sub-segments of the advanced industrial market that we serve, including the microelectronics and industrial capital equipment sector, are cyclical and have historically experienced periods of oversupply, resulting in downturns in demand for capital equipment in which many of our products are used. It is difficult to predict the timing, length and severity of these downturns and their impact on our business. Further, our order levels or results of operations for a given period may not be indicative of order levels or results of operations for subsequent periods. For the foreseeable future, our operations will continue to depend upon industries that are subject to market cycles which, in turn, could adversely affect the market demand for our products.

We have also faced increases in inflationary conditions in materials and components, and we expect these inflationary conditions to continue in 2024. These inflationary conditions have caused us to increase prices; however, such price increases may not be accepted by our customers or may not adequately offset the increases in our costs, thereby negatively affecting our results of operations. Changes in global economic conditions, including inflationary conditions, could also shift demand for products or services for which we do not have competitive advantages. This could negatively affect the amount of business that we are able to obtain. In addition, if we are unable to successfully anticipate changes in economic and political conditions, we may be unable to effectively plan for and respond to those changes, and our business could be negatively affected.

Our business and operations, and the operations of our suppliers and customers, have been, and may in the future be adversely affected by epidemics, pandemics or other public health crises such as the COVID-19 pandemic outbreak.

We may face risks related to health epidemics and pandemics or other outbreaks of communicable diseases. The COVID-19 pandemic and governments' measures taken in response had a significant adverse impact, both direct and indirect, on our business and on the broader economy. We have, at times, experienced, and may in the future experience, weakened demand from certain customers as a result of a public health crisis, which adversely affected our revenues. For example, healthcare providers have, at times, deferred elective medical procedures in order to focus on combating the COVID-19 pandemic, which significantly reduced demand for certain of our medical products.

We also faced difficulty sourcing some materials and components necessary to fulfill production requirements and meeting scheduled shipments due to suppliers' capacity constraints and shipping and transportation disruptions during the COVID-19 pandemic. These disruptions adversely affected our ability to manufacture our products and meet our customers' schedules. If we are not able to mitigate similar disruptions effectively in future epidemics, pandemics or other public health crisis, our ability to manufacture our products or meet our customers' schedules would be adversely affected, possibly materially, and our business could be harmed. In addition, efforts to find alternate sources of supply may increase our costs or lower the quality of our product, which could negatively affect our profitability, financial condition and business.

Our business success depends upon our ability to respond to fluctuations in product demand, but doing so may require us to incur costs despite limited visibility into future business declines.

During a period of increasing demand and rapid growth, we must be able to increase manufacturing capacity quickly. Our inability to quickly increase production in response to a surge in demand has prompted customers to look for alternative sources of supply and has left our customers without a supply, both of which have harmed our reputation and made it difficult for us to retain our existing customers or to obtain new customers. If this inability to increase production continues or worsens, it could have a material adverse effect on our business.

In periods of weaker demand, we have been, and may in the future be, required to reduce costs while maintaining the ability to motivate and retain key employees at the same time. Additionally, to remain competitive, we must continually invest in research and development, which may inhibit our ability to reduce costs in a down cycle. Long product lead-times also create a risk that we may purchase inventories or manufacture products that we are unable to sell.

The success of our business depends on our ability to continuously innovate, to introduce new products in a timely manner, and to manage transitions to new product innovations effectively.

Technology requirements in our markets are constantly changing. We must continually introduce new products that meet evolving customer needs. Our ability to grow depends on the successful development, introduction and market acceptance of new or enhanced products that address our customers' requirements. Developing new technology is a complex and uncertain process requiring us to accurately anticipate technological and market trends and meet those trends with the right products. Our research and development efforts may not lead to the successful introduction of products within the time frame that our customers demand. Our competitors may also introduce new or improved products, processes or technologies that make our current or proposed products obsolete or less competitive. We may not manage the transition from older products effectively to minimize disruption in customer ordering patterns, avoid excess inventory and ensure adequate supplies of new products. New products may have fewer features than originally considered desirable, may have higher costs than initially estimated, may contain defects or perceived defects or have reliability, quality or compatibility problems or perceived problems. There could be difficulties in sourcing components for new products and delays in starting volume production. New products may also not be commercially successful as we cannot predict how the market will react to new products introduced by us or to enhancements made to our existing products. Failure to develop and introduce new products, failed market acceptance of new products or problems associated with new product transitions could impede our revenue growth, lead to loss of market share, and negatively affect our results of operations and our competitiveness in the market.

Customer order timing and other factors may cause our operating results to fluctuate from period to period.

Changes in customer order timing and the existence of certain other factors may cause our operating results to fluctuate from period to period. Such factors include:

- fluctuations in our customers' businesses;
- decisions by customers to reduce their purchases of our products;
- timing and recognition of revenues from customer orders;
- timing and market acceptance of new products or enhancements introduced by us or our competitors;

- availability and pricing of parts from our suppliers and the manufacturing capacity of our subcontractors;
- changes in the prices of our products or of our competitors' products; and
- fluctuations in foreign currency exchange rates.

We received in the past, and may receive in the future, several large orders in one quarter from a customer and then receive no orders from that customer in the next quarter. As a result, the timing of revenue recognition from customer orders can cause significant fluctuations in our operating results from quarter to quarter. In addition, our sales are reactive to changes in our customers' businesses. For instance, a customer that placed a large order in one period could subsequently experience a downturn in business and, as a result, could reduce the amount of products it purchases from us in future periods.

Delays in shipments near the end of a reporting period due to rescheduling by customers or unexpected production delays experienced by us may cause revenue in the period to decline significantly and may have a material adverse effect on our operating results for that period.

In addition, we or our competitors may raise or lower prices of products in response to market demands or competitive pressures. If we lower the prices of our products, or if our competitors lower the prices of their products such that demand for our products weakens, our revenue for one or more quarters may decline and our operating results would be adversely affected.

As a result of these factors, our results of operations for any quarter are not necessarily indicative of results to be expected in future periods.

Cyberattacks or other incidents could cause significant disruption in, or breach the security of, our or our third-party providers' information technology systems, and our business may be adversely affected as a result.

We rely on information technology systems, software and services (collectively, "IT Systems") for internal and external operations. We operate some of these IT Systems ourselves and also rely on IT Systems provided by third parties to run our business, including to interact with our employees and our customers and suppliers. These interactions include, but are not limited to, ordering and managing materials from suppliers, converting materials to finished products, shipping product to customers, processing transactions, summarizing and reporting results of operations, complying with regulatory, legal and tax requirements, and other processes necessary to manage our business. We do not control our third-party service providers and we do not maintain redundant systems for some of such services, increasing our vulnerability to problems with such services. In addition, in the ordinary course of business, we and our third-party service providers collect, process and maintain confidential business information as well as personal information.

Like other global companies, there are constant cyber related threats and risks to our IT Systems and data, including by internal and external perpetrators of random or targeted malicious cyberattacks, computer viruses, malware, worms, bot attacks or other destructive or disruptive software (for example, ransomware) and attempts to misappropriate customer information and cause system failures and disruptions, as well as power outages, catastrophes, hardware and software bugs, misconfigurations or failures, and other unforeseen events. We have experienced cyberattacks and other security incidents in the past and expect to experience such attacks and incidents in the future. We expect the frequency and magnitude of cyberattacks to continue to accelerate as attackers are becoming increasingly sophisticated, for example, by using techniques designed to circumvent controls, avoid detection, and obfuscate forensic evidence, such that we may be unable to timely or effectively detect, identify, investigate or remediate attacks in the future. In addition, continued remote and hybrid working arrangements following the COVID-19 pandemic have increased the risk of cybersecurity incidents given the prevalence of phishing and vulnerabilities inherent in non-corporate and home computing environments.

If we were to experience a significant period of disruption in IT Systems that involve our interactions with customers or suppliers, it could result in the loss of revenue and customers as well as significant response and mitigation costs, which would adversely affect our business. In addition, security breaches of our IT Systems could result in the misappropriation or unauthorized disclosure of confidential business or personal information belonging to us or to our employees, customers, suppliers or other business partners, which could result in significant financial or reputational damage to us, as well as litigation, regulatory enforcement actions, or other liabilities that could lead to substantial damages, fines, penalties and legal costs. We also expend substantial amounts to protect our IT Systems, and if we were to experience a significant breach in security, we may need to materially increase such expenditures, which could adversely affect our results of operations.

Our insurance policies may not cover all types of cybersecurity risks and liabilities, and even if coverages exist, they may not be sufficient to cover all costs or losses that we may incur.

Our reliance on international operations subjects us to risks not typically faced by companies operating exclusively in the U.S.

During the year ended December 31, 2023, approximately 53% of our revenues were from customers outside of the U.S. The scope of our international operations subjects us to risks that could materially impact our results of operations, including:

- foreign exchange rate fluctuations;
- increases in shipping costs;
- longer customer payment cycles;
- greater difficulty in collecting accounts receivable;
- use of incompatible systems and equipment;
- problems with staffing and managing foreign operations in diverse cultures;
- trade tariffs, trade barriers and export/import controls;
- transportation delays and interruptions;
- increased vulnerability to the theft of, and reduced protection for, intellectual property rights;
- government currency control and restrictions, delays, penalties or required withholdings on repatriation of earnings;
- failure to comply with foreign laws and regulations, including those that potentially conflict with other jurisdictions;
- the impact of recessionary foreign economies;
- political unrest and wars, such as the current situation with Ukraine and Russia and Israel and surrounding areas, which could delay or disrupt our business, and if such geopolitical unrest escalates or spills over to or otherwise impacts additional regions, it could heighten many of the other risk factors included in this Item 1A; and
- natural disasters, health epidemics and acts of terrorism.

We also are subject to risks that our operations outside the U.S. could be conducted by our employees, contractors, service providers, representatives or agents in ways that violate the Foreign Corrupt Practices Act or other similar anti-bribery laws. Any such violations could have a negative impact on our business and could result in government investigations and/or injunctive, monetary or other penalties. Moreover, our anti-bribery policy and procedures may be violated by third-party sales representatives or other agents that help sell our products or provide other services. Such representatives or agents are not our employees and it may be more difficult to oversee their conduct, which may increase the risk of violations of anti-bribery laws.

Increased component outsourcing to manufacturers located in different countries than our manufacturing facilities leads to additional risks that could negatively impact our business.

In some cases, we have outsourced the manufacturing of key components and subassemblies to suppliers based in locations outside of the country in which our manufacturing facility resides. We make the decision to outsource these products when we identify suppliers with stronger competencies, resources, capabilities, and lower cost structures than we believe we can develop on our own. However, the outsourcing of these products to such third parties could increase our exposure to geopolitical, economic, trade, and climate related risks, which could substantially impact our ability to obtain critical parts needed in the timely manufacture of our products or could substantially increase the costs of these parts. Additionally, this practice increases our vulnerability to the theft of, and reduced protection for, our intellectual property.

Increases in tariffs, trade restrictions or taxes on our products could have an adverse impact on our results of operations.

Our sales channels and supply chain in the international marketplace make us subject to tariffs, trade restrictions and other taxes when the raw materials or components we purchase, and the products we sell, cross international borders. Trade tensions between the U.S. and China, as well as those between the U.S. and some other countries, escalated in recent years. For example, U.S. tariff impositions against Chinese exports in recent years were followed by retaliatory Chinese tariffs on U.S. exports to China. Certain of the raw materials and components we purchase from China are or were subject to these tariffs, which have increased our manufacturing costs and have made our products less competitive than those of our competitors whose inputs are not subject to these tariffs. Certain of our finished products manufactured in the U.S. have been and may in the future be subject to retaliatory tariffs in China, which may increase our costs and make our products less competitive than those of our competitors whose products are not subject to such retaliatory tariffs. If heightened tariffs or trade restrictions were to be imposed in the future, we may not be able to mitigate their impacts, and our business, results of operations and financial position could be materially adversely affected. Products

we sell into certain other foreign markets could also become subject to retaliatory tariffs, making our products uncompetitive to similar products not subjected to such import tariffs. Further changes in U.S. trade policies, tariffs, taxes, export restrictions or other trade barriers, or restrictions on raw materials or components may limit our ability to produce products, increase our manufacturing costs, decrease our profit margins, reduce the competitiveness of our products, or inhibit our ability to sell products or purchase raw materials or components, which would have a material adverse effect on our business, results of operations and financial condition.

Others may violate our intellectual property rights and cause us to incur significant costs to protect our rights.

Our future success depends in part upon the protection of our intellectual property rights, including patents, trade secrets, know-how and continuing technological innovation. We do not have personnel dedicated to the oversight, organization and management of our intellectual property. There can be no assurance that the steps we take to protect our intellectual property rights will be adequate to prevent misappropriation or disclosure. It is possible that, despite our efforts, other parties may use, obtain or try to copy our technology and products. There can be no assurance that other companies are not investigating or developing other technologies similar to ours, that any patents will be issued from any applications filed by us, or that the claims allowed, even if patents are issued, will be sufficient to deter or prohibit others from marketing similar products. In addition, our patents may be challenged, invalidated or circumvented in a legal or administrative proceeding. Policing unauthorized use of our intellectual property rights is difficult and time consuming and may involve initiating claims or litigation against third parties for infringement of our proprietary rights, which could be costly and divert management resources.

Our efforts to protect our intellectual property rights against infringement may not be effective in some foreign countries where we operate or sell our products. If we fail to adequately protect our intellectual property in these countries, we may lose significant business to our competitors.

Our operating results would suffer if we are unable to successfully defend against infringement claims by third parties.

We have received in the past, and could receive in the future, notices from third parties alleging that our products infringe patent or other proprietary rights. These allegations could result in significant costs and diversion of the attention of management. Adverse consequences may also apply if we fail to avoid or successfully defend litigation for infringement or misappropriation of proprietary rights of third parties. We could be required to pay substantial amounts for damages or be enjoined from using the technology deemed to be infringing, or from using, making or selling products deemed to be infringing, any of which could adversely affect our operating results. If we have supplied infringing products to third parties, we may be obligated to indemnify these third parties for any damages that they may be required to pay to the patent holder and for any losses that they may sustain as a result of the infringement.

We operate in highly competitive industries and, if we lose competitive advantages, our business would suffer adverse consequences.

Some of our competition comes from established competitors that have greater financial, engineering, manufacturing and marketing resources than we do. We expect that our competitors will continue to improve the design and performance of their existing products and introduce new products. It is possible that we may not successfully differentiate our current and proposed products from the products of our competitors, or that the marketplace will not consider our products to be superior to competing products. To remain competitive, we will be required to invest heavily in research and development, marketing and customer service and support. However, we may not be able to make the necessary technological advances to maintain our competitive position and our products may not receive market acceptance. These factors would cause us not to be able to compete successfully in the future. Increased competition may also result in price reductions, reduced profit margins, loss of market share and an inability to generate cash flows that are sufficient to maintain or expand our new product development programs.

Our results of operations will be adversely affected if we fail to successfully integrate recent and future acquisitions or to grow the acquired businesses as planned.

As part of our business strategy, we expect to broaden our product and service offerings by acquiring businesses, technologies, assets and product lines that, we believe, complement or expand our existing businesses. In recent years, we have made a number of acquisitions, including the acquisitions of Motion Solutions Parent Corp., MPH Medical Devices S.R.O., ATI Industrial Automation, Inc., and Schneider Electric Motion USA, Inc., and we expect to continue to make acquisitions in the future. We may fail to successfully integrate acquired businesses, products, technologies or personnel into our businesses and, as a result, may fail to realize the synergies, cost savings and other benefits expected from the acquisitions. If we are not able to successfully achieve these objectives, the anticipated benefits of such acquisitions may not be realized fully or at all, and our results of operations could be adversely affected. If we consummate multiple acquisitions in a relatively short amount of time, these risks will be heightened due to limited resources available to integrate these new businesses. Our acquisition activities may divert management’s attention from our

regular operations. Managing a larger and more geographically dispersed operation and product portfolio could also pose challenges for our management team.

Further, our ability to maintain and increase the profitability of acquired businesses will depend on our ability to manage and control operating expenses and to generate and sustain increased levels of revenue. Our expectations to achieve more consistent and predictable levels of revenue and to increase profitability as a result of any acquisition may not be realized. Such revenues and profitability may even decline as we integrate newly acquired operations into our existing businesses. We may fail to identify inherent weaknesses in acquired businesses or misinterpret market and technology trends and growth potentials during our acquisition due diligence process. If revenues of acquired businesses decline or grow more slowly than we anticipate, or if their operating expenses are higher than we expect, we may not be able to sustain or increase their profitability, in which case we may not be able to realize the expected return on our investments, our financial condition will suffer, and our stock price could decline. In addition, through our acquisitions, we may assume liabilities, losses or costs for which we are not indemnified or insured or for which our indemnity or insurance is inadequate. Any such liabilities may have a material adverse effect on our financial position or results of operations.

If we do not attract and retain our key personnel, our ability to execute our business strategy will be limited.

Our success depends, to a significant extent, upon the continued service of our executive officers, key management and technical personnel, particularly our experienced engineers, and upon our ability to continue to attract, retain, and motivate qualified personnel. The competition for skilled employees is intense. We have incurred increased expenses in connection with the retention of existing key personnel and hiring of new employees, and we expect these increased costs to continue. Additional losses of our key personnel could have a material adverse effect on our operating results. In addition, there could be a material adverse effect on us if the turnover rates for engineers and other key personnel increase significantly or if we are unable to continue to attract qualified personnel. The costs to retain or hire employees could also increase more than we expect.

Our success also depends on our ability to execute leadership succession plans. The inability to successfully transition key management roles could have a material adverse effect on our operating results.

We have undertaken restructuring and realignment activities in the past, and we will continue to assess our operating and cost structure in the future. These actions may not improve our financial position, and may ultimately prove detrimental to our operations and sales.

We have undertaken restructuring and realignment activities in the past, and we will continue to assess our operating and cost structure in the future. Our ability to reduce operating expenses and improve gross margin is dependent upon the nature of the actions we take and our subsequent ability to implement those actions and realize the expected cost savings and gross margin improvements. We are taking, and may need to take in the future, additional restructuring actions, such as eliminating or consolidating certain of our facilities or operations, reducing our headcount, or eliminating certain positions. Failure to successfully implement such restructuring activities could adversely affect our ability to meet customer demand for our products and could increase the cost of production versus our projections, both of which could adversely impact our operating results. Further, expenses and cost inefficiencies associated with our restructuring activities, including severance costs and the loss of trained employees with knowledge of our business and operations, could exceed our expectations and negatively impact our financial results.

Product defects or problems with integrating our products with other vendors' products used by our customers may seriously harm our business and reputation.

We produce complex products that can contain latent defects or performance problems. This could happen to both existing and new products. Such defects or performance problems could result in litigation against us and be detrimental to our business and reputation.

In addition, customers frequently integrate our products with other vendors' products. When problems occur in a combined environment, it may be difficult to identify the source of the problem. These problems may cause us to incur significant warranty and repair costs, divert the attention of our engineering personnel from our product development efforts, and cause significant customer relationship issues, any of which could adversely affect our results of operations and financial condition.

Disruptions in the supply of certain key components and other goods from our suppliers, including limited or single source suppliers, have adversely affected the results of our business operations, and could damage our relationships with customers.

The production of our products requires a wide variety of raw materials, key components and other goods that are generally available from alternate sources of supply. However, certain critical raw materials, key components and other goods required for the production of some of our principal products are available from limited or a single source of supply. Certain single source suppliers of key components for us could decide or have decided to stop producing some of these components. If we fail to find alternative

sources, redesign our products or otherwise manage this transition effectively, our business would be adversely impacted. If we experience delays in receiving materials from certain of our key limited or single source suppliers, our relationship with customers may be harmed if such delays cause us to miss our scheduled shipment deadlines for customers and our business could be adversely affected. If suppliers or subcontractors experience difficulties or fail to meet our manufacturing requirements, our business would be harmed until we are able to secure alternative sources, if any, on commercially reasonable terms. A prolonged inability to obtain certain raw materials, key components or other goods is possible and could have a significant adverse effect on our business operations, damage our relationships with customers, or even lead to permanent loss of customer orders.

In addition, certain of our businesses buy components, including limited or sole source items, from competitors of our other businesses. This dynamic may adversely impact our relationship with these suppliers. For example, these suppliers could increase the price of those components or reduce their supply of those components to us, which could have a significant adverse effect on our business operations or lead to permanent loss of customer orders.

If we fail to accurately forecast component and raw material requirements for our products, we could incur additional costs and experience significant delays in shipments, which could have an adverse effect on the results of our business operations, and could damage our relationships with customers.

We use rolling forecasts based on anticipated product orders to determine our production requirements. It is important that we accurately predict both the demand for our products and the lead times required to obtain the necessary components and raw materials to manufacture our products. Lead times for our components and raw materials vary significantly and depend on multiple factors, including the specific supplier requirements, the size of the order, contract terms and current market demand. For substantial increases in our sales levels of certain products, some of our suppliers may need significant lead time. If we overestimate our component and raw material requirements, we may have excess inventory, which would increase our costs. If we underestimate our component and raw material requirements, we may have inadequate inventory, which could interrupt production and delay delivery of our products to customers. Any of these occurrences could adversely affect our results of operations and damage our relationships with customers.

Production difficulties and product delivery delays or disruptions could have a material adverse effect on our business.

We assemble our products at our facilities in the U.S., the U.K., Germany and China. Each of our products is typically manufactured in a single manufacturing location. If our production activities at any of our manufacturing facilities were disrupted, including by mandatory power consumption reductions, natural disasters or other extreme weather events, health epidemics, acts of terrorism or otherwise, our operations would be negatively impacted until we could establish alternative production and service operations. Significant production difficulties could also be the result of:

- mistakes made while transferring manufacturing processes between locations;
- changing process technologies;
- ramping production;
- installing new equipment at our manufacturing facilities;
- implementing new information technology systems;
- shortage of key components; and
- loss of electricity or employees' access to the manufacturing facilities due to man-made and natural disasters.

From time to time, we make decisions to consolidate or move certain of our manufacturing facilities, or otherwise move our production of certain products to another facility. Moving complicated manufacturing facilities involves various risks, including the inability to commence production within the cost and timeframe estimated, damage to equipment, inability to produce a high-quality product, shipping and customs delays, travel and technology restrictions, tax issues, distraction to management and employees, and the inability to hire and retain a sufficient number of qualified personnel. Failure to successfully move manufacturing facilities due to these and other unforeseen risks could adversely affect our ability to meet customer demand, harm our relationships with customers, and adversely impact our results of operations and financial condition.

In addition, we may experience product delivery delays in the future. We ship our products through national trucking firms, overnight carrier services and local delivery practices. If one or more of the key logistics service providers experience significant disruption in services or institutes a significant price increase, the delivery of our products could be disrupted or delayed. Such events could cause us to incur increased shipping costs that could not be passed on to our customers, negatively impacting our profitability and our relationships with customers.

We are subject to extensive and dynamic medical device regulations, which may impede or hinder the approval, certification or sale of our products and, in some cases, may ultimately result in an inability to obtain approval or certification of certain products or may result in the recall or seizure of previously approved or certified products.

Some of our products and the related sales and marketing development activities and manufacturing processes are subject to extensive and rigorous regulation by the FDA pursuant to the Federal Food, Drug, and Cosmetic Act (the "FDCA"), by comparable agencies in foreign countries, and by other regulatory agencies and governing bodies. Under the FDCA, medical devices must receive FDA clearance or approval or an exemption from such clearance or approval before they can be commercially marketed in the U.S. In the EU, medical devices must comply with the EU Medical Devices Regulation, which repeals and replaces the EU Medical Devices Directive. All medical devices placed on the market in the EU must meet the general safety and performance requirements laid down in Annex I to the EU Medical Devices Regulation, including the requirement that a medical device must be designed and manufactured in such a way that, during normal conditions of use, it is suitable for its intended purpose. Medical devices must be safe and effective and must not compromise the clinical condition or safety of patients, or the safety and health of users and – where applicable – other persons, provided that any risks which may be associated with their use constitute acceptable risks when weighed against the benefits to the patient and are compatible with a high level of protection of health and safety, taking into account the generally acknowledged state of the art. To demonstrate compliance with the general safety and performance requirements, medical devices must undergo a conformity assessment procedure, which varies according to the type of medical device and its risk classification. Except for low risk medical devices (Class I), where the manufacturer can self-assess the conformity of its products with the general safety and performance requirements (except for any parts which relate to sterility, metrology or reuse aspects), a conformity assessment procedure requires the intervention of a notified body. The notified body would typically audit and examine the technical file and the quality system for the manufacture, design and final inspection of our devices. If satisfied that the relevant product conforms to the relevant general safety and performance requirements, the notified body issues a certificate of conformity, which the manufacturer uses as a basis for its own declaration of conformity. The manufacturer may then apply the European Conformity ("CE") mark to the device, which allows the device to be placed on the market throughout the EU. If we fail to comply with applicable laws and regulations, we would be unable to affix the CE mark to our products, which would prevent us from selling them within the EU. The aforementioned EU rules are generally applicable in the EEA. Non-compliance with the above requirements would also prevent us from selling our products in these countries.

Compliance with these requirements is a prerequisite to be able to affix the CE mark to medical devices, without which they cannot be sold or marketed in the EU. The process of obtaining marketing approval, certification or clearance from the FDA, comparable agencies, or notified bodies in foreign countries for new products, or with respect to enhancements or modifications to existing products, could:

- take a significant period of time;
- require substantial resources;
- involve rigorous pre-clinical and clinical testing, as well as increased post-market surveillance;
- require changes to products; and
- result in limitations on the indicated uses of products.

In addition, exported devices are subject to the regulatory requirements of each country to which the device is exported. Some countries do not have medical device regulations, but in most foreign countries, medical devices are regulated. Most countries outside of the U.S. require that product approvals be renewed or recertified on a regular basis, generally every four to five years. The renewal or recertification process requires that we evaluate any device changes and any new regulations or standards relevant to the device and conduct appropriate testing to document continued compliance. Where renewal or recertification applications are required, they may need to be renewed and/or approved or certified in order for us to continue selling our products in those countries. There can be no assurance that we will receive the required approvals or certification for new products or modifications to existing products on a timely basis or that any approval or certification will not be subsequently withdrawn or conditioned upon extensive post-market study requirements.

In the EU, notified bodies must be officially designated to certify products and services in accordance with the EU Medical Devices Regulation. Their designation process, which is significantly stricter under the new regulation, has experienced considerable delays due to the COVID-19 pandemic. Despite a recent increase in designations, the current number of notified bodies designated under the new regulation remains significantly lower than the number of notified bodies designated under the previous regime. The current designated notified bodies are therefore facing a backlog of requests as a consequence of which review times have lengthened. This situation may impact the way we are conducting our business in the EU and the EEA and the ability of our notified body to timely review and process our regulatory submissions and perform its audits.

The FDA, other worldwide regulatory agencies, and notified bodies actively monitor compliance with local laws and regulations through review, inspection and audit of design and manufacturing practices, recordkeeping, reporting of adverse events, labeling and

promotional practices. The FDA and other regulatory agencies worldwide can ban certain medical devices; detain or seize adulterated or misbranded medical devices; order recall, repair, replacement or refund of these devices; and require notification of healthcare professionals and others with regard to medical devices that present unreasonable risks of substantial harm to the public health. The FDA and other worldwide regulatory agencies can take action against a company that promotes "off-label" uses. The FDA may also enjoin and restrain a company for certain violations of the FDCA and regulations pertaining to medical devices, or initiate action for criminal prosecution of such violations. Similar requirements apply in foreign jurisdictions. Any adverse regulatory action, depending on its magnitude, may restrict a company from effectively marketing and selling its products, may limit a company's ability to obtain future premarket clearances, approvals or certifications, and could result in a substantial modification to the company's business practices and operations. International sales of medical devices manufactured in the U.S. that are not approved by the FDA for use in the U.S., or that are banned or deviate from lawful performance standards, are subject to FDA export requirements.

Regulations regarding the development, manufacture and sale of medical devices are evolving and subject to future changes. For instance, the landscape concerning medical devices in the EU recently evolved. On May 26, 2021, the EU Medical Devices Regulation became applicable, and repealed and replaced the EU Medical Devices Directive and the EU Active Implantable Medical Devices Directive. Unlike directives, which must be implemented into the national laws of the EU member states, regulations are directly applicable (i.e., without the need for adoption of EU member state laws implementing them) in all EU member states. The EU Medical Devices Regulation is intended to establish a uniform regulatory framework across the EU for medical devices. These modifications may have an effect on the way we intend to develop our business in the EU and EEA.

There are currently different regulations in place in Great Britain as compared to both Northern Ireland and the EU. Ongoing compliance with both sets of regulatory requirements may result in increased costs for our business.

Furthermore, the U.K. government is currently drafting amendments to the existing legislation which is likely to result in further changes to the Great Britain regulations in the near future. For example, subject to transitional periods for validly-certified devices, the new Great Britain regulations are likely to require medical devices placed on the Great Britain market to be “UKCA” certified by a UK Approved Body in order to be lawfully placed on the market. The U.K. government has stated that the amended regulations are likely to apply starting in July 2024. Understanding and ensuring compliance with any new requirements is likely to lead to further complexity and increased costs to our business. If there is insufficient UK Approved Body capacity, there is a risk that our product certification could be delayed which might impact our ability to market products in Great Britain after the respective transition periods.

From time to time, legislation is drafted and introduced in Congress that could significantly change the statutory provisions governing the regulation of medical devices. In addition, the FDA may change its policies, adopt additional regulations or revise existing regulations, or take other actions, which may prevent or delay marketing authorization of our future products under development or impact our ability to modify any products for which we have already obtained marketing authorizations on a timely basis or otherwise increase the costs associated with compliance. For example, in February 2024, the FDA issued a final rule to amend and replace the Quality System Regulation (“QSR”), which sets forth the FDA’s current good manufacturing practice requirements for medical devices, to align more closely with the International Organization for Standardization standards. Specifically, this final rule, which the FDA expects to go into effect on February 2, 2026, establishes the “Quality Management System Regulation” (“QMSR”), which among other things, incorporates by reference the quality management system requirements of ISO 13485:2016. Although our quality system is currently designed to comply with ISO 13485:2016 in connection with our activities outside of the United States, and although the FDA has stated that the standards contained in ISO 13485:2106 are substantially similar to those set forth in the QSR, it is unclear the extent to which this final rule, once effective, could impose additional or different regulatory requirements on us that could increase the costs of compliance or otherwise negatively affect our business.

Failure to comply with regulatory requirements could have a material adverse effect on our business, financial condition and results of operations. Later discovery of previously unknown problems with a product or manufacturer could result in fines, delays or suspensions of regulatory clearances, approvals or certification, seizures or recalls of products, physician advisories or other field actions, operating restrictions and/or criminal prosecution. We may also initiate field actions as a result of a failure to strictly comply with our internal quality policies. The failure to receive product approval clearance or certification on a timely basis, suspensions of regulatory clearances or certifications, seizures or recalls of products, physician advisories or other field actions, or the withdrawal of product approval or certification by the FDA or other comparable agencies (or notified bodies where applicable) in foreign countries could have a material adverse effect on our business, financial condition and results of operations.

Our products and operations are subject to various foreign and U.S. federal and state healthcare laws and regulations, which could expose us to penalties.

Our products and our operations may be directly, or indirectly through our customers, subject to various foreign and U.S. federal and state healthcare laws and regulations, including, without limitation, anti-kickback, false claims and privacy statutes. These laws may restrict, among other things, the development, sale, marketing and distribution of our products. These laws include:

- the federal Anti-Kickback Statute, which prohibits, among other things, persons from knowingly and willfully soliciting, receiving, offering or paying remuneration, directly or indirectly, to induce, or in return for, the purchase or recommendation of an item or service reimbursable under a federal healthcare program, such as the Medicare and Medicaid programs. A person or entity does not need to have actual knowledge of the statute or specific intent to violate it to be deemed to have committed a violation;
- federal civil and criminal false claims laws, including the False Claims Act, and civil monetary penalty laws, which prohibit, among other things, individuals or entities from knowingly presenting, or causing to be presented, false or fraudulent claims for payment from Medicare, Medicaid, or other third-party payors. In addition, the government may assert that a claim including items or services resulting from a violation of the U.S. federal Anti-Kickback Statute constitutes a false or fraudulent claim for purposes of the False Claims Act;
- the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which created new federal criminal statutes that prohibit executing a scheme to defraud any healthcare benefit program and making false statements relating to healthcare matters. Similar to the U.S. federal Anti-Kickback Statute, a person or entity does not need to have actual knowledge of the statute or specific intent to violate it to be deemed to have committed a violation;
- HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act, or HITECH, and its implementing regulations, which imposes certain requirements relating to the privacy, security, and transmission of individually identifiable health information;
- the federal physician "Sunshine Act", which requires manufacturers of drugs, devices, biologics, and medical supplies to report annually to Centers for Medicare & Medicaid Services (the "CMS") information related to (i) payments and other transfers of value to physicians (as defined by statute), certain other healthcare providers including physician assistants and nurse practitioners, and teaching hospitals, and (ii) ownership and investment interests held by physicians and their immediate family members;
- state and foreign law equivalents of each of the above federal laws, such as (i) anti-kickback and false claims laws that may apply to items or services reimbursed by any third-party payors, including commercial insurers; (ii) state laws that require device manufacturers to comply with the industry's voluntary compliance guidelines and the applicable compliance guidance promulgated by the federal government, or otherwise restrict payments that may be made to healthcare providers and other potential referral sources; (iii) laws that require device manufacturers to report information related to payments and other transfers of value to physicians and other healthcare providers or marketing expenditures; and (iv) laws governing the privacy and security of health information in certain circumstances, many of which differ from each other in significant ways, thus complicating compliance efforts.

Efforts to ensure that our business operations comply with applicable healthcare laws may involve substantial costs. If our operations are found to be in violation of any of these laws or any other governmental regulations that may apply to us, we may be subject to, without limitation, civil, criminal and administrative penalties, damages, monetary fines, disgorgement, possible exclusion from participation in governmental healthcare programs, contractual damages, reputational harm, diminished profits and future earnings and curtailment or restructuring of our operations. Further, defending against any such actions can be costly, time-consuming and may require significant financial and personnel resources. Therefore, even if we are successful in defending against any such actions that may be brought against us, our business may be impaired.

Our business is indirectly subject to healthcare industry cost containment and healthcare reform measures that could result in reduced sales of our products.

Several of our customers rely on third party payors, such as government programs and private health insurance plans, to reimburse some or all of the cost of the procedures in which our products are used. The continuing efforts of governments, insurance companies and other payors of healthcare costs to contain or reduce those costs could lead to patients being unable to obtain approval for payment from these third-party payors for procedures in which our products are used. If that occurs, sales of medical devices may decline significantly and our customers may reduce or eliminate purchases of our products, or demand further price reductions. The cost containment measures that healthcare payors are instituting both in the U.S. and internationally could reduce our revenues and harm our operating results.

In addition, in the U.S. and other jurisdictions, there have been, and we expect there will continue to be, a number of legislative and regulatory changes and proposed changes to reform healthcare systems. Various elements of healthcare reforms, such as comparative effectiveness research, an independent payment advisory board, payment system reforms, including shared savings pilots, and other provisions, could meaningfully change the way healthcare is developed and delivered and may have material adverse impact on numerous aspects of our business, results of operations and financial condition.

Changes in government regulations related to our business or our products could reduce demand for our products or increase our expenses.

We are subject to many governmental regulations, including, but not limited to, the laser radiation safety regulations of the Radiation Control for Health and Safety Act administered by the Center for Devices and Radiological Health, a branch of the FDA, and certain health regulations related to the manufacture of products using beryllium, an element used in some of our products. Among other things, these regulations require us to file annual reports, to maintain quality control and sales records, to perform product testing, to distribute appropriate operating manuals, to conduct safety reviews, to incorporate design and operating features in products sold to end-users, and to certify and label our products. Depending on the class of the product, various warning labels must be affixed and certain protective devices must be installed.

We are also subject to regulatory oversight, including comparable enforcement mechanisms, in the markets we serve. We compete in many markets in which we and our customers must comply with federal, state, local and international regulations, such as environmental, health and safety and food and drug regulations. We develop, configure and market our products to meet customer needs created by those regulations. Any significant changes could reduce demand for our products or increase our expenses, which in turn could adversely affect our business, financial condition and results of operations.

Actual or perceived failures to comply with applicable data protection, privacy and security laws, regulations, standards, and other requirements may adversely impact our business and financial results.

Laws and regulations in various countries around the world with regards to cybersecurity, privacy and data protection are rapidly expanding and creating a complex compliance environment. These laws include evolving legislation with respect to the collection, storage, handling, use, disclosure, transfer, and security of personal data and the notification requirements in the event of unauthorized access to or acquisition of certain types of personal information. Failure to comply with these laws may affect our reputation and operating results negatively, subject us to significant liability, cost or expense, and may require significant management time and attention.

In some cases, these legal requirements may be either unclear in their interpretation and application or they may have inconsistent or conflicting requirements with each other. In addition, some of the privacy and data protection laws and regulations in the U.S., the EU, China and other countries place restrictions on our ability to process personal data across our business or across country borders, and could impact our business and operations. Compliance with these laws, many of which entail substantial penalties for non-compliance, or future regulations could impose even greater compliance burdens and risks on us.

The EU's General Data Protection Regulation (the "GDPR"), the California Consumer Privacy Act ("CCPA"), the California Privacy Rights Act ("CPRA"), and the data protection and security laws of other states and countries impose additional requirements with respect to disclosure and deletion of personal information of their residents, imposing penalties for violations and, in some cases, private right of action for data breaches. These laws, and similar legislation that is developing or has been recently enacted, impose transparency and other obligations with respect to personal data of their respective residents and provide residents with similar rights for certain types of data breaches. We have invested, and continue to invest, human and technology resources in our data compliance efforts that may be time-intensive and costly. Despite our efforts, there is a risk that we may be subject to fines and penalties for non-compliance and experience litigation, reputational harm and business interruption if we fail to protect the privacy of third-party data or to comply with the GDPR, CCPA, CPRA and other applicable data privacy and protection regimes.

If we fail to implement new information technology systems successfully, our business could be adversely affected.

We rely on centralized information systems to keep financial records, process orders, manage inventory, process shipments to customers, and operate other critical functions. We often need to upgrade our information technology infrastructure, including implementing new or upgrading existing enterprise resource planning ("ERP") systems and other complementary information technology systems. We have invested, and will continue to invest, significant capital and human resources in system upgrades and new ERP systems. Any disruptions, delays or deficiencies in the transition, design and implementation of the upgrades and new ERP systems, particularly any disruptions, delays or deficiencies that impact our operations, could have a material adverse effect on our results of operations and cash flows.

We may experience difficulties as we transition to these new or upgraded systems and processes, including loss of data and the ability to process customer orders, ship products, provide services and support to our customers, issue sales invoices, collect accounts receivable, fulfill contractual obligations, satisfy internal and external financial reporting requirements in a timely manner, or otherwise run our business. We may also experience decreases in productivity as our personnel implement these systems and become proficient in the new systems. In addition, as we are dependent upon our ability to gather and promptly transmit accurate information to key decision makers, our business, results of operations and financial condition may be materially and adversely affected if our

information technology infrastructure does not allow us to transmit accurate information, even for a short period of time. Furthermore, the transition, design and implementation of new or upgraded ERP systems may be much more costly than we anticipated.

Changes in foreign currency rates could have a material adverse effect on our financial position, results of operations, and cash flows.

A portion of our revenue is derived from our European and Asian operations and includes transactions in Euros, British Pounds, Chinese Yuan and Japanese Yen, while our products are mainly manufactured in the U.S., the U.K., Germany and China. In the event of a decline in the value of the Euro, British Pounds, Chinese Yuan or Japanese Yen, we typically experience a decline in our revenues and profit margins. If we increase the selling prices on our products sold in Europe and Asia in order to maintain profit margins and recover costs, we may lose customer sales to lower cost competitors. Consequently, a strong U.S. dollar may adversely affect reported revenues and our profitability.

Additionally, balances maintained in foreign currencies create additional financial exposure to changing foreign currency rates. If foreign currency rates were to change significantly, we could incur material losses. While we use foreign currency contracts and other risk management techniques to hedge our foreign currency exposures, we cannot be certain that our efforts will be adequate to protect us against significant foreign currency rate fluctuations or that such efforts will not expose us to additional exchange rate risks.

Our results of operations will be adversely affected if we fail to realize the full value of our intangible assets.

As of December 31, 2023, we had $629.5 million of net intangible assets, including goodwill, on our consolidated balance sheet. Net intangible assets consist principally of goodwill, customer relationships, patents, trademarks, core technologies and technology licenses. Goodwill and indefinite-lived intangible assets are tested for impairment at least on an annual basis. All other intangible assets are evaluated for impairment should discrete events occur that call into question the recoverability of the intangible assets.

Adverse changes in our business, adverse changes in the assumptions used to determine the fair value of our reporting units, or the failure to grow our businesses may result in an impairment of our intangible assets, which could adversely affect our results of operations.

Our reliance upon OEM customers subjects us to credit, inventory, business concentration, and business failure risks beyond our control.

Our sales depend upon the ability of our OEM customers to develop and sell systems that incorporate our products. Adverse economic conditions, large inventory positions, limited marketing resources and other factors influencing these OEM customers could have a substantial adverse effect on our financial results. We cannot assure investors that our OEM customers will not experience financial or other difficulties that could adversely affect their operations and, in turn, adversely affect our results of operations and financial condition.

Increasing scrutiny and changing expectations from investors, customers, governments and other stakeholders and third parties with respect to corporate sustainability policies and practices may cause us to incur additional costs or expose us to additional risks.

There has been increased public focus and scrutiny from investors, governmental and nongovernmental organizations, customers and other stakeholders and third parties on corporate sustainability practices in recent years, including with respect to global warming and climate change, diversity, equity and inclusion, and labor and human rights, among other sustainability issues. Both the standard setting and regulatory landscapes are extremely complex and present significant compliance challenges. Such increased complexity and scrutiny may result in increased costs, increased risk of litigation or reputational damage relating to our sustainability practices or performance, enhanced compliance or disclosure obligations, or other adverse impacts on our business, financial condition or results of operations. Many different governmental organizations are promulgating reporting standards and rules that focus on a myriad of sustainability topics, including new reporting requirements in various jurisdictions. For example, we may be subject to, among others, the requirements of the EU Corporate Sustainability Reporting Directive, other EU directives, EU and EU member state regulations, various disclosure requirements (such as information on greenhouse gas emissions, climate risks, use of offsets, and emissions reduction claims) from the State of California as well as the SEC's proposed rule on climate related disclosures, if finalized. As we continue to focus on developing our sustainability practices, such practices may not meet the standards of all of our stakeholders and advocacy groups may campaign for further changes. Many of our large, global customers are also committing to long-term targets to reduce greenhouse gas emissions within their supply chains. If we are unable to support customers in achieving these reductions, we may lose revenue if our customers find other suppliers who are better able to support such reductions. A failure, or perceived failure, to respond to expectations of all key stakeholders could cause harm to our business and reputation and have a negative impact on the market price of our common shares. Further, organizations that provide information to investors on corporate governance and related matters have developed rating processes for evaluating companies on sustainability matters. Such ratings are

used by some investors to inform their investment or voting decisions. Unfavorable sustainability ratings could lead to negative investor sentiment towards us and/or our industry, which could have a negative impact on our access to and costs of capital.

The effects of climate change and related regulatory responses may adversely impact our business.

The intensifying effects of climate change present physical, liability, and transition risks with both macro and micro implications for companies and financial markets. There is increasing concern that a gradual increase in global average temperatures due to increased concentration of carbon dioxide and other greenhouse gases in the atmosphere are causing significant changes in weather patterns around the globe and an increase in the frequency and severity of natural disasters (such as floods, droughts, wildfires and severe storms). Such events could, among other things, disrupt our operations, including by damaging or destroying our facilities or those of our suppliers, which may cause us to suffer losses and additional costs to maintain or resume operations or as a result of supply chain-related delays or cancellations, which could have an adverse impact on our business and results of operations. In addition, implementing changes to mitigate risks associated with such events may result in substantial additional operational expenses in the short- and long-term, which may materially affect our profitability.

In addition, concerns over climate change and sustainability have led to foreign and domestic legislative and regulatory initiatives directed at limiting carbon dioxide and other greenhouse gas emissions. We may experience increased costs in order to execute upon our sustainability goals and comply with future climate-change related government mandates as well as stricter environmental protection laws, which could have an adverse impact on our results of operations and financial condition. Certain regulations may require us to redesign our products to ensure compliance with the applicable standards. These redesigns may adversely affect the performance of our products, add greater testing lead-times for product introductions and reduce our profitability.

Risks Relating to Taxes

Novanta Inc. may be subject to U.S. federal income taxation even though it is a non-U.S. corporation.

Novanta Inc. is a holding company organized in Canada and is subject to Canadian tax laws. However, we are also subject to U.S. tax rules and file U.S. federal income tax returns for our operations in the U.S. In addition, distributions or payments from entities in one jurisdiction to entities in another jurisdiction may be subject to income and/or withholding taxes. We do not intend to operate in a manner that will cause Novanta Inc. to be treated as engaged in a U.S. trade or business or otherwise be subject to U.S. federal income taxes on its income, but it generally will be subject to U.S. federal withholding tax on certain U.S. sourced passive income items, such as dividends, royalties and certain types of interest.

Our effective tax rate is subject to fluctuation, which could impact our financial position and earnings per share.

Our effective tax rate is subject to fluctuation as the effective income tax rate for each year is a function of (a) taxable income levels in numerous tax jurisdictions with varying tax rates, (b) our ability to utilize recognized deferred tax assets, (c) taxes, interest, and/or penalties resulting from tax audits and, (d) credits and deductions as a percentage of total taxable income. From time to time, the U.S., foreign and state governments make substantive changes to tax rules where significant judgment is required to determine the impact of such changes on our provision for income taxes, which may result in increased costs. For example, the Organisation for Economic Co-operation and Development Pillar Two framework provides a mechanism for countries to impose top-up tax on global income arising in jurisdictions with a tax rate below the global corporate minimum income tax rate of 15%. We may be subject to additional tax obligations in countries that choose to adopt new tax requirements such as the proposed Pillar Two rules. Further, such tax law changes may cause our effective tax rate to fluctuate between periods.

Risks Relating to Our Common Shares and Our Capital Structure

We may require additional capital to adequately respond to business challenges or opportunities and repay or refinance our existing indebtedness, but this capital may not be available on acceptable terms or at all.

We may require additional capital to adequately respond to future business challenges or opportunities, including, but not limited to, the need to develop new products or enhance our existing products, the need to invest in cloud-based ERP systems and other digital technology platforms to help accelerate the growth of our businesses, the need to build inventory or to invest other cash to support business growth, and opportunities to acquire complementary businesses and technologies.

As of December 31, 2023, we had outstanding debt of $358.1 million under our amended and restated senior secured credit agreement (as amended, the "Third Amended and Restated Credit Agreement") and $416.6 million additional borrowing capacity available under the revolving credit facility. If we are unable to satisfy the conditions in the Third Amended and Restated Credit Agreement or our needs exceed the amounts available under the revolving credit facility, we may need to obtain equity or debt financing. If we raise additional funds through further issuances of equity or convertible debt securities, our existing shareholders

could suffer significant dilution. Any new equity securities we issue could have rights, preferences and privileges superior to those of the holders of our common shares. Further, our Third Amended and Restated Credit Agreement restricts our ability to obtain additional debt financing from other sources. If we are unable to obtain adequate financing or obtain financing on terms satisfactory to us when we need it, our ability to continue to support our business growth and to respond to business challenges could be significantly limited. In addition, the terms of any additional equity or debt issuances may adversely affect the value and price of our common shares.

Our existing indebtedness could adversely affect our future business, financial condition and results of operations.

As of December 31, 2023, we had $358.1 million of outstanding debt and on January 2, 2024, we drew down on our revolving credit facility to fund the acquisition of Motion Solutions Parent Corp. This level of debt could have significant consequences on our future operations, including:

- reducing the availability of our cash flow to fund working capital, capital expenditures, research and development efforts, acquisitions and other general corporate purposes, and limiting our ability to obtain additional financing for these purposes;
- limiting our flexibility in planning for or reacting to, and increasing our vulnerability to, changes in our business, changes in the general economic environment, and market changes in the industries in which we operate; and
- placing us at a competitive disadvantage compared to our competitors that have less debt or are less leveraged.

Any of these factors could have an adverse effect on our business, results of operations and financial condition.

In addition, as a global corporation, we have significant cash balances held in foreign countries. Some of these balances may not be immediately available to repay our debt.

Our Third Amended and Restated Credit Agreement, as amended, contains covenants that limit our ability to engage in activities that may be in our long-term best interest. Our failure to comply with those covenants could result in an event of default which, if not cured or waived, could result in the acceleration of all of our borrowings thereunder.

General Risk Factors

The market price for our common shares may be volatile.

The market price of our common shares could be subject to wide fluctuations. These fluctuations could be caused by:

- quarterly variations in our results of operations;
- changes in earnings estimates by analysts;
- conditions in the markets we serve;
- trading phenomena such as “short squeeze”; or
- general market, political or economic conditions.

In addition, the stock market has experienced extreme price and volume fluctuations in recent years. These fluctuations have had a substantial effect on the market prices of many companies, often unrelated to the operating performance of the specific companies. These market fluctuations could adversely affect the price of our common shares.

We are exposed to the credit risk of some of our customers and to credit exposures in weakened markets, which could adversely affect our results of operations.

Customers with liquidity issues may lead to additional bad debt expense. There can be no assurance that our open credit customers will pay the amounts they owe to us or that the reserves we maintain will be adequate to cover such credit exposures. In addition, to the extent that turmoil in the credit markets or increases in interest rates make it more difficult for some customers to obtain financing, their ability to pay may be adversely impacted. Our customers’ failure to pay and/or our failure to maintain sufficient reserves could have a material adverse effect on our future cash flows and financial condition.

If we fail to maintain appropriate internal controls in the future, we may not be able to report our financial results accurately, which may adversely affect our stock price and our business.

While our management and our independent registered public accounting firm concluded that our internal control over financial reporting was effective as of December 31, 2023, it is possible that material weaknesses may be identified in the future.

As part of our growth strategy, we intend to make additional acquisitions of privately held businesses. Prior to becoming part of our consolidated company, the acquired businesses would not be required to implement or maintain the disclosure controls and procedures or internal control over financial reporting that are required of public companies. We are required to integrate the acquired businesses into our system of disclosure controls and procedures and internal control over financial reporting, but we cannot provide assurance as to how long the integration process may take. Additionally, we may need to improve our internal control or those of any business we acquire. This could result in significant costs to us and could require us to divert substantial resources.

If we are unable to maintain effective internal controls, we may be unable to comply with the requirements of the SEC or the Sarbanes-Oxley Act of 2002. This could result in a restatement of our financial statements, the imposition of sanctions, or investigation by regulatory authorities. Any such action or other negative results caused by our inability to meet our internal control and financial reporting requirements or to comply with legal and regulatory requirements could adversely affect our business and the trading price of our common shares. Material weaknesses in our internal control over financial reporting could also reduce our ability to obtain financing or could increase the cost of any financing we obtain.

Item 1B. ***Unresolved Staff Comments***

None.

Item 1C. ***Cybersecurity***

Cybersecurity Risk Management and Strategy

We have developed and implemented a cybersecurity risk management program intended to protect the confidentiality, integrity, and availability of our critical systems and information. Our cybersecurity risk management program includes a cybersecurity incident response plan.

We design and assess our program based on various cybersecurity frameworks, such as the National Institute of Standards and Technology ("NIST"). We use these cybersecurity frameworks and information security standards as a guide to help us identify, assess, and manage cybersecurity risks relevant to our business.

Our cybersecurity risk management program is integrated into our overall enterprise risk management program, sharing common methodologies and governance processes across the enterprise risk management program. Specifically, our cybersecurity risk management program includes:

- risk assessments designed to help identify material cybersecurity risks to our critical systems and enterprise information technology ("IT") environment;
- a security team and an external service provider principally responsible for managing (1) our cybersecurity risk assessment processes, (2) our security controls, and (3) our response to cybersecurity threats and incidents;
- the use of external service providers, where appropriate, to assess, test, or otherwise assist with aspects of our cybersecurity security controls;
- cybersecurity awareness training for our employees, incident response personnel, and senior management on a quarterly basis as part of the risk mitigation strategy;
- quarterly testing of the effectiveness of the cybersecurity awareness training;
- a cybersecurity incident response plan that includes procedures for responding to cybersecurity incidents;
- a third-party risk management process for service providers, suppliers, and vendors; and
- cybersecurity internal and external penetration testing.

We have not identified any material risks from known cybersecurity threats, including as a result of any prior cybersecurity incidents, that have materially affected us, including our operations, business strategy, results of operations, or financial condition.

Cybersecurity Governance

The Board of Directors recognizes the need for continually monitoring our information security risks and cybersecurity initiatives. The Audit Committee of our Board of Directors (the "Board") undertakes the primary oversight responsibility over our cybersecurity risks and information security controls. Management briefs the Audit Committee on information security matters at each quarterly meeting of the Audit Committee. In addition, management updates the Audit Committee regarding any potentially material cybersecurity incidents, if any, as well as any incidents with lesser potential impact.

In addition to the role the Audit Committee plays in overseeing enterprise and cybersecurity risks, the Environmental, Social and Governance ("ESG") Committee reviews and oversees our overall cybersecurity program, including its strategy and processes, and is updated by company management at each of the ESG Committee's meetings on the status and developments of the cybersecurity program.

Both the Audit Committee and the ESG Committee report to the full Board regarding its activities, including those related to our cybersecurity risks and program. The full Board also receives briefings from management at least once a year on our cybersecurity risk management program. Board members receive presentations on cybersecurity topics presented by the Chief Information Officer ("CIO") and Chief Information Security Officer ("CISO").

Our management team, including our IT management team, is responsible for assessing and managing our material risks from cybersecurity threats. The CISO/CIO oversees the overall cybersecurity risk management program, and the Deputy Chief Information Security Officer ("DCISO") has the primary operational responsibilities over our cybersecurity program, including supervising both our internal cybersecurity personnel and our retained external cybersecurity consultants. The CISO, who is also our CIO, has over 22 years of experience managing global IT operations, including strategy, applications, infrastructure, information security, support and execution. The CISO/CIO holds a Master of Science degree in computer science and engineering (with a specialization in Information Assurance) and a Doctorate of Engineering Management/Systems Engineering degree. Our DCISO has served in various roles in information security for over 12 years and holds a Certified Information System Security Professional ("CISSP") certification.

Our management team oversees efforts to prevent, detect, mitigate, and remediate cybersecurity risks and incidents through various means, which may include briefings from internal security personnel, threat intelligence and other information obtained from governmental, public, or private sources, including external consultants engaged by us, and alerts and reports produced by security tools deployed in the information technology environment.

Item 2. ***Properties***

Our principal owned and leased properties as of December 31, 2023 are listed in the table below.

Location	Principal Use	Current Segment	Approximate Square Feet	Owned/Leased
Bedford, Massachusetts United States	Manufacturing, R&D, Marketing, Sales and Administration	Precision Medicine and Manufacturing, Medical Solutions, Robotics and Automation & Corporate	147,000	Leased; expires in 2031
Apex, North Carolina United States	Manufacturing, R&D, Marketing, Sales and Administration	Robotics and Automation	117,000	Leased; expires in 2028
Ludwigsstadt Germany	Manufacturing, and Administration	Medical Solutions	105,000	Owned
Přelouč Czech Republic	Manufacturing, and Administration	Medical Solutions	95,000	Owned
Wackersdorf Germany	R&D	Precision Medicine and Manufacturing	68,000	Owned
Mukilteo, Washington, United States	Manufacturing, R&D, Marketing, Sales and Administration	Precision Medicine and Manufacturing	63,000	Owned

Additional manufacturing, research and development, sales, service and logistics sites are located in California, Connecticut, Florida, Michigan, New York, and Oregon within the United States, and in China, Czech Republic, Germany, Italy, Japan, Spain and the United Kingdom. These additional facilities cover approximately 630,000 square feet, of which approximately 520,000 square feet are leased and approximately 110,000 square feet are owned. These facilities are used by our Precision Medicine and Manufacturing, Medical Solutions and Robotics and Automation segments.

We consider our facilities suitable and adequate for the purposes for which they are used and do not anticipate difficulty in renewing existing leases or in finding alternative facilities. We believe all our properties have been properly maintained.

Item 3. ***Legal Proceedings***

The Company is subject to various legal proceedings and claims that arise in the ordinary course of business. See Note 17 to Consolidated Financial Statements for additional information about legal proceedings involving the Company.

Item 4. ***Mine Safety Disclosures***

Not applicable.

PART II

Item 5. ***Market for Registrant's Common Shares, Related Stockholder Matters and Issuer Purchases of Equity Securities***

Market Information

The Company's common shares, no par value, are traded on the Nasdaq Global Select Market under the ticker symbol "NOVT".

Holders

As of the close of business on February 21, 2024, there were approximately 30 holders of record of the Company's common shares. Since many of the common shares are registered in "nominee" or "street" names, the Company believes that the total number of beneficial owners is considerably higher.

Dividend Policy

The Company has never declared or paid cash dividends on its common shares and does not anticipate paying any cash dividends in the foreseeable future.

Recent Sales of Unregistered Securities

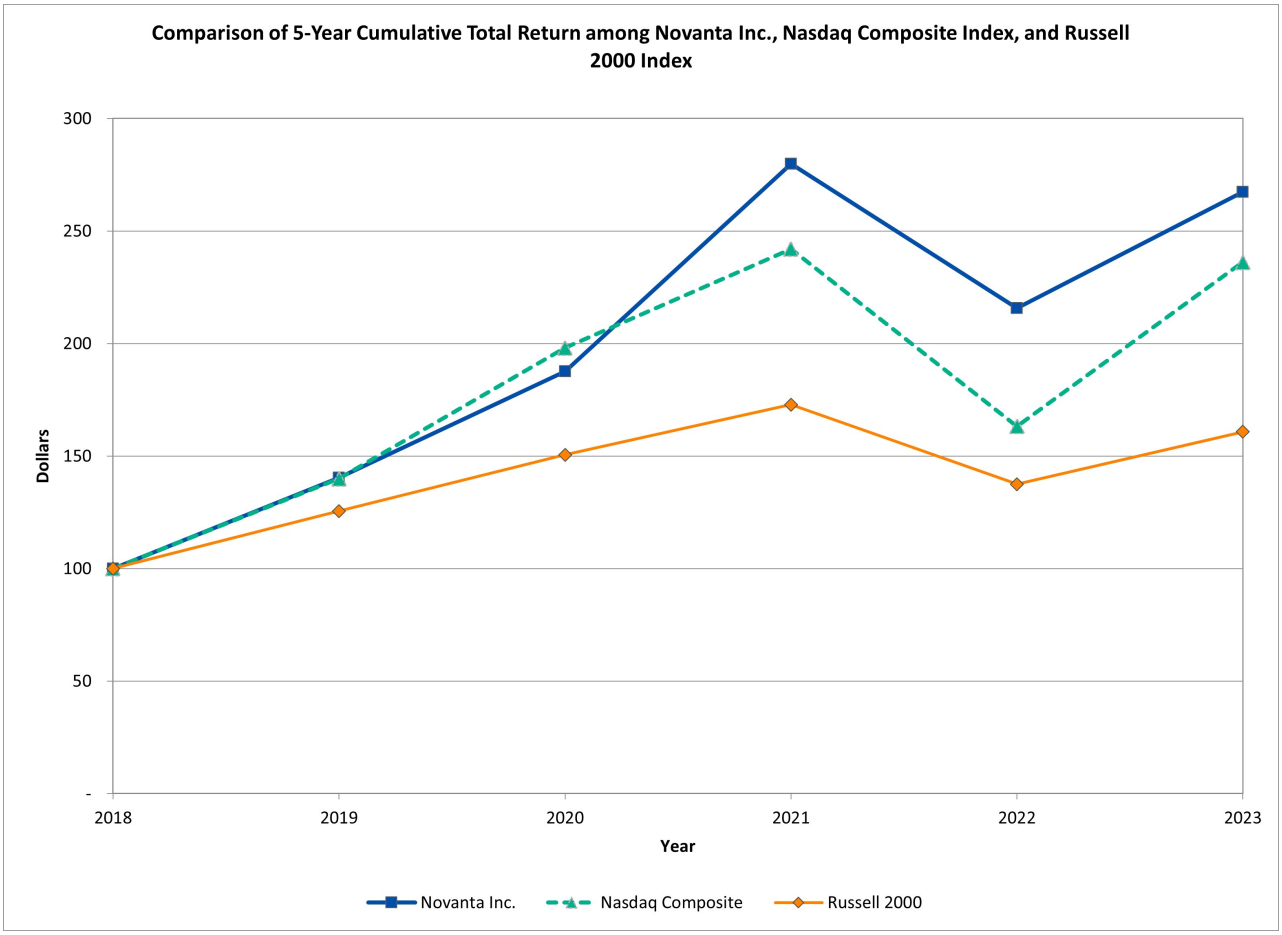
None

Purchases of Equity Securities by the Issuer and Affiliated Purchaser

In February 2020, the Company's Board of Directors approved a new share repurchase plan (the "2020 Repurchase Plan"), authorizing the repurchase of $50.0 million worth of the Company's common shares. During the year ended December 31, 2022, the Company repurchased 4 thousand shares for an aggregate purchase price of $0.5 million at an average price of $116.95 per share under the 2020 Repurchase Plan. No shares were repurchased during the three months or the year ended December 31, 2023. As of December 31, 2023, the Company had $49.5 million available for future share repurchases under the 2020 Repurchase Plan. There is no expiration date for the 2020 Repurchase Plan.

Performance Graph

The following graph compares the cumulative total return on the Company's common shares with the cumulative total return on the Nasdaq Composite Index and the Russell 2000 Index for the period from December 31, 2018 through December 31, 2023. The comparison assumes an investment of $100 was made on December 31, 2018 in the Company's common shares and in each of the indices and, in the case of the indices, it also assumes reinvestment of all dividends. The performance shown is not necessarily indicative of future performance.



	December 31, 2018	December 31, 2019	December 31, 2020	December 31, 2021	December 31, 2022	December 31, 2023
Novanta Inc.	$ 100.00	$ 140.38	$ 187.65	$ 279.89	$ 215.67	$ 267.32
Nasdaq Composite Index	$ 100.00	$ 139.95	$ 198.10	$ 242.03	$ 163.28	$ 236.17
Russell 2000 Index [(1)]	$ 100.00	$ 125.53	$ 150.58	$ 172.90	$ 137.56	$ 160.85

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Item 6. ***[Reserved]***

Item 7. ***Management's Discussion and Analysis of Financial Condition and Results of Operations***

Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") should be read in conjunction with the Consolidated Financial Statements and Notes included in Item 8 of this Annual Report on Form 10-K. The MD&A contains certain forward looking statements within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. In addition to historical financial information, the following discussion and analysis contains forward-looking statements that involve risks, uncertainties and assumptions. These forward-looking statements include, but are not limited to, our financial results and our financial condition; our belief that the Purchasing Managers Index may provide an indication of the impact of general economic conditions on our sales into the advanced industrial end market; our strategy; anticipated financial performance; expected liquidity and capitalization; drivers of revenue growth and our growth expectations in various markets; management's plans and objectives for future operations, expenditures and product development, and investments in research and development; business prospects; potential of future product releases and expansion of our product and service offerings; anticipated revenue performance; industry trends; market conditions; our competitive positions; changes in economic and political conditions, including supply chain disruptions and constraints and inflationary pressures; changes in accounting principles; changes in actual or assumed tax liabilities; expectations regarding tax exposures; anticipated reinvestment of future earnings and dividend policy; anticipated expenditures in regard to the Company's benefit plans; future acquisitions and integration and anticipated benefits from acquisitions and dispositions; anticipated economic benefits and expected costs of restructuring programs; ability to repay our indebtedness; our intentions regarding the use of cash; expectations regarding legal and regulatory requirements, including environmental requirements, and our compliance thereto; and other statements that are not historical facts. Our actual results could differ materially from those anticipated in these forward-looking statements as a result of various important factors, including those set forth in Item 1A of this Annual Report on Form 10-K under the heading "Risk Factors." The words "anticipates," "believes," "expects," "intends," "future," "estimates," "plans," "could," "would," "should," "potential," "continues," and similar words or expressions (as well as other words or expressions referencing future events, conditions or circumstances) identify forward looking statements. Readers should not place undue reliance on any such forward looking statements, which speak only as of the date they are made. Management and the Company disclaim any obligation to publicly update or revise any such statements to reflect any change in its expectations or in events, conditions, or circumstances on which any such statements may be based, or that may affect the likelihood that actual results will differ from those contained in the forward looking statements, except as required under applicable law.

Business Overview

Novanta Inc. and its subsidiaries (collectively referred to as, the "Company", "Novanta", "we", "us", "our") is a leading global supplier of core technology solutions that give medical and advanced industrial original equipment manufacturers ("OEMs") a competitive advantage. We combine deep proprietary technology expertise and competencies in precision medicine, medical solutions and robotics and automation with a proven ability to solve complex technical challenges. This enables us to engineer core components and sub-systems that deliver extreme precision and performance, tailored to our customers' demanding applications.

End Markets

We primarily operate in two end markets: the medical market and the advanced industrial market.

Medical Market

For the year ended December 31, 2023, the medical market accounted for approximately 54% of our revenue. Revenue from our products sold to the medical market is generally affected by hospital and other healthcare provider capital spending, growth rates of surgical procedures, changes in regulatory requirements and laws, aggregation of purchasing by healthcare networks, changes in technology requirements, timing of OEM customers' product development and new product launches, changes in customer or patient preferences, and general demographic trends.

Advanced Industrial Market

For the year ended December 31, 2023, the advanced industrial market accounted for approximately 46% of our revenue. Revenue from our products sold to the advanced industrial market is affected by a number of factors, including changing technology requirements and preferences of our customers, productivity or quality investments in a manufacturing environment, the financial condition of our customers, changes in regulatory requirements and laws, and general economic conditions. We believe that the Purchasing Managers Index on manufacturing activities specific to different regions around the world may provide an indication of the impact of general economic conditions on our sales into the advanced industrial market.

Strategy

Our strategy is to drive sustainable, profitable growth through short-term and long-term initiatives, including:

- disciplined focus on our diversified business model of providing functionality to long life-cycle OEM customer platforms in attractive medical and advanced industrial niche markets;
- improving our business mix to increase medical sales as a percentage of total revenue by:
  - introducing new products aimed at attractive medical applications, such as minimally invasive and robotic surgery, ophthalmology, patient monitoring, drug delivery, clinical laboratory testing and life science equipment;
  - deepening our key account management relationships with and driving cross selling of our product offerings to leading medical equipment manufacturers; and
  - pursuing complementary medical technology acquisitions;
- increasing our penetration of high growth advanced industrial applications, such as laser materials processing, intelligent end-of-arm robotic technology solutions, robotics, laser additive manufacturing, automation and metrology, by working closely with OEM customers to launch application specific products that closely match the requirements of each application;
- broadening our portfolio of enabling proprietary technologies and capabilities through increased investment in new product development, and investments in application development to further penetrate existing customers, while expanding the applicability of our solutions to new markets;
- broadening our product and service offerings through the acquisition of innovative and complementary technologies and solutions in medical and advanced industrial technology applications;
- expanding sales and marketing channels to reach new target customers;
- improving our existing operations to expand profit margins and improve customer satisfaction by implementing lean manufacturing principles, strategic sourcing across our major production sites, and optimizing and limiting the growth of our fixed cost base; and
- attracting, retaining, and developing world-class talented, diverse, and motivated employees.

Significant Events and Updates

Acquisition of Motion Solutions

On January 2, 2024, we completed the acquisition of Motion Solutions Parent Corp. (“Motion Solutions”), an Irvine, California-based provider of highly engineered integrated solutions, specializing in proprietary precision motion and advanced motion control solutions, for a total purchase price of $192.2 million in cash, subject to customary closing and net working capital adjustments. Motion Solutions acquisition will be included in our Medical Solutions reportable segment.

Business Environment

Inflationary Pressures

In 2023, we continued to experience higher than normal inflation of raw materials and component prices and labor costs. We have generally been able to offset increases in these costs through various productivity cost reduction initiatives, as well as increasing our selling prices to pass through some of these higher costs to our customers. However, our ability to raise our selling prices depends on market conditions and competitive dynamics. Given the timing of our actions compared to the timing of these inflationary pressures, there may be periods during which we are unable to fully recover the increases in our costs. Additionally, the inflationary pressures have given rise to significant increases in interest rates as various governments used monetary policy to contain and reduce inflation. As a result, our weighted average interest rate increased from approximately 5.1% as of December 31, 2022 to approximately 6.2% as of December 31, 2023.

Geopolitical Conflicts

In February 2022, Russian forces invaded Ukraine. In response, the U.S., the European Union (“EU”), and several other countries imposed economic and trade sanctions and other restrictions (collectively, “global sanctions”) targeting Russia and Belarus. Russia then imposed retaliatory economic measures against the U.S., the EU, and several other countries. Our historical sales to Russia were not material. We also do not have any assets, employees or third-party contractors in Russia or Ukraine. However, the duration of the conflict and further sanctions could have further impact on the global economy and inflation.

In early October 2023, Israel declared war on Hamas after the Palestinian militant group launched a surprise cross-border raid in Israel. We are monitoring the social, political and economic environment in Israel and in the region for any impact on our businesses. Our historical sales to Israel were around 1% of our total sales. We do not have any assets, employees, or third-party contractors in Israel. Due to the uncertainty around the duration of the conflict, future impacts are unknown to our businesses.

Overview of Financial Results

Total revenue for 2023 was $881.7 million, an increase of $20.8 million, or 2.4%, versus 2022. This increase was primarily due to increased demand in the medical markets and revenue from a prior year acquisition. The effect of our prior year acquisition resulted in an increase in revenue of $8.1 million, or 0.9%. In addition, foreign exchange rates favorably impacted our revenue by $1.3 million, or 0.2%, in 2023.

Operating income for 2023 was $110.5 million, an increase of $7.4 million, or 7.2%, versus 2022. This increase was primarily attributable to an increase in gross profit of $21.4 million primarily attributable to higher revenue and a decrease in amortization expense of $5.9 million, partially offset by an increase in restructuring, acquisition and related charges of $8.4 million, research and development and engineering ("R&D") expenses of $5.9 million, and selling, general and administrative ("SG&A") expenses of $5.6 million.

Basic earnings per common share ("basic EPS") of $2.03 in 2023 decreased $0.05 from the basic EPS of $2.08 in 2022. Diluted earnings per common share ("diluted EPS") of $2.02 in 2023 decreased $0.04 from the diluted EPS of $2.06 in 2022. The decreases in basic EPS and diluted EPS were primarily attributable to an increase in interest expense, partially offset by an increase in operating income and a decrease in income tax provision.

Specific components of our operating results for 2023 and 2022 are further discussed below.

Results of Operations

Information pertaining to fiscal year 2021 results of operations, including a year-over-year comparison with fiscal year 2022, was included in our Annual Report on Form 10-K for the year ended December 31, 2022 under Part II, Item 7, "Management's Discussion and Analysis of Financial Position and Results of Operations," which was filed with the SEC on March 1, 2023.

The following table sets forth external revenue by reportable segment for 2023 and 2022 (dollars in thousands):

	2023	2022	% Change 2023 vs. 2022
Precision Medicine and Manufacturing	$ 282,971	$ 274,674	3.0%
Medical Solutions	325,221	277,992	17.0%
Robotics and Automation	273,470	308,237	(11.3)%
Total	$ 881,662	$ 860,903	2.4%

Precision Medicine and Manufacturing

Precision Medicine and Manufacturing segment revenue in 2023 increased by $8.3 million, or 3.0%, versus 2022, primarily due to increased demand in the medical markets.

Medical Solutions

Medical Solutions segment revenue in 2023 increased by $47.2 million, or 17.0%, versus 2022, primarily due to increases in sales from our minimally invasive surgery products and detection and analysis products, and $8.1 million of revenue contributions from our 2022 acquisition.

Robotics and Automation

Robotics and Automation segment revenue in 2023 decreased by $34.8 million, or 11.3%, versus 2022, primarily due to a decrease in demand in advanced industrial markets, driven by microelectronics markets.

Gross Profit

The following table sets forth the gross profit and gross profit margin for each of our reportable segments for 2023 and 2022 (dollars in thousands):

	2023	2022
Gross profit:		
Precision Medicine and Manufacturing	$ 139,060	$ 129,173
Medical Solutions	135,640	108,713
Robotics and Automation	130,885	146,150
Unallocated Corporate and Shared Services	(5,688)	(5,564)
Total	$ 399,897	$ 378,472
Gross profit margin:		
Precision Medicine and Manufacturing	49.1%	47.0%
Medical Solutions	41.7%	39.1%
Robotics and Automation	47.9%	47.4%
Total	45.4%	44.0%

Gross profit and gross profit margin can be influenced by a number of factors, including product mix, pricing, volume, manufacturing efficiencies and utilization, costs for raw materials and outsourced manufacturing, headcount, inventory obsolescence and warranty expenses.

Precision Medicine and Manufacturing

Precision Medicine and Manufacturing segment gross profit for 2023 increased $9.9 million, or 7.7%, versus 2022, primarily due to an increase in both revenue and gross profit margin. Precision Medicine and Manufacturing segment gross profit margin was 49.1% for 2023, versus a gross profit margin of 47.0% for 2022. The increase in gross profit margin was primarily attributable to improved factory productivity, favorable product mix and the impact of business interruption insurance recovery payments, partially offset by an increase in inventory reserves as a result of a demand decline in the advanced industrial market and higher cost of poor quality.

Medical Solutions

Medical Solutions segment gross profit for 2023 increased $26.9 million, or 24.8%, versus 2022, primarily due to an increase in both revenue and gross profit margin. Medical Solutions segment gross profit margin was 41.7% for 2023, compared with a gross profit margin of 39.1% for 2022. The increase in gross profit margin was primarily attributable to improved factory efficiency.

Robotics and Automation

Robotics and Automation segment gross profit for 2023 decreased $15.3 million, or 10.4%, versus 2022, primarily due to a decrease in revenue. Robotics and Automation segment gross profit margin was 47.9% for 2023, compared with a gross profit margin of 47.4% for 2022. The increase in gross profit margin was primarily attributable to improved factory efficiency and disciplined cost control.

Operating Expenses

The following table sets forth operating expenses for 2023 and 2022 (dollars in thousands):

	2023	2022	% Change 2023 vs. 2022
Research and development and engineering	$ 91,682	$ 85,770	6.9%
Selling, general and administrative	164,460	158,901	3.5%
Amortization of purchased intangible assets	20,445	26,338	(22.4)%
Restructuring, acquisition and related costs	12,814	4,384	192.3%
Total	$ 289,401	$ 275,393	5.1%

Research and Development and Engineering Expenses

Research and development and engineering ("R&D") expenses are primarily comprised of employee compensation and related expenses and cost of materials for R&D projects.

R&D expenses were $91.7 million, or 10.4% of revenue, in 2023, versus $85.8 million, or 10.0% of revenue, in 2022. R&D expenses increased in terms of total dollars primarily due to higher compensation related expenses.

Selling, General and Administrative Expenses

Selling, general and administrative ("SG&A") expenses include costs for sales and marketing, sales administration, finance, human resources, legal, information systems and executive management.

SG&A expenses were $164.5 million, or 18.7% of revenue, in 2023, versus $158.9 million, or 18.5% of revenue, in 2022. SG&A expenses increased in terms of total dollars and as a percentage of revenue primarily due to increases in compensation related expenses and discretionary spending.

Amortization of Purchased Intangible Assets

Amortization of purchased intangible assets is charged to our Precision Medicine and Manufacturing, Medical Solutions and Robotics and Automation segments. Amortization of developed technologies is included in cost of revenue in the consolidated statement of operations. Amortization of customer relationships, trademarks, trade names, backlog and other intangibles are included in operating expenses in the consolidated statement of operations.

Amortization of purchased intangible assets, excluding the amortization of developed technologies that is included in cost of revenue, was $20.4 million, or 2.3% of revenue, in 2023, versus $26.3 million, or 3.1% of revenue, in 2022. The decrease, in terms of total dollars and as a percentage of revenue was primarily due to certain intangible assets being fully amortized in 2022.

Restructuring, Acquisition and Related Costs

Restructuring, acquisition and related charges primarily relate to our restructuring programs, acquisition related costs incurred for completed acquisitions, acquisition costs related to future potential acquisitions and failed acquisitions, and changes in fair value of contingent considerations.

We recorded restructuring, acquisition and related costs of $12.8 million in 2023, versus $4.4 million in 2022. The restructuring costs increased $7.4 million primarily related to an increase of severance and related costs and facility costs associated with the closure of a small manufacturing facility to improve efficiencies.

Operating Income (Loss) by Segment

The following table sets forth operating income (loss) by segment for 2023 and 2022 (in thousands):

	2023	2022
Operating Income (Loss)		
Precision Medicine and Manufacturing	$ 69,283	$ 63,760
Medical Solutions	41,883	28,244
Robotics and Automation	48,373	60,294
Unallocated Corporate and Shared Services	(49,043)	(49,219)
Total	$ 110,496	$ 103,079

Precision Medicine and Manufacturing

Precision Medicine and Manufacturing segment operating income was $69.3 million, or 24.5% of revenue, in 2023, versus $63.8 million, or 23.2% of revenue, in 2022. The increase in operating income was primarily due to an increase in gross profit of $9.9 million, partially offset by an increase in restructuring, acquisition, and related costs of $3.2 million and an increase in SG&A expenses of $1.6 million.

Medical Solutions

Medical Solutions segment operating income was $41.9 million, or 12.9% of revenue, in 2023, versus $28.2 million, or 10.2% of revenue, in 2022. The increase in operating income was primarily due to an increase in gross profit of $26.9 million and a decrease in amortization expenses of $1.0 million, partially offset by an increase in R&D spending of $8.5 million, an increase in SG&A expenses of $5.0 million and an increase in restructuring, acquisition and related costs of $0.8 million.

Robotics and Automation

Robotics and Automation segment operating income was $48.4 million, or 17.7% of revenue, in 2023, versus $60.3 million, or 19.6% of revenue, in 2022. The decrease in operating income was primarily due to a decrease in gross profit of $15.3 million, and an increase in restructuring, acquisition and related costs of $3.8 million, partially offset by a decrease in SG&A expenses of $0.7 million, a decrease in R&D spending of $1.8 million and a decrease in amortization of purchased intangible assets of $4.7 million.

Unallocated Corporate and Shared Services

Unallocated corporate and shared services costs primarily represent costs of corporate and shared SG&A functions and other public company costs that are not allocated to the operating segments, including certain restructuring and most acquisition related costs.

Unallocated corporate and shared services costs for 2023 decreased by $0.2 million, or 0.4%, from 2022.

Interest Income (Expense), Foreign Exchange Transaction Gains (Losses), and Other Income (Expense), Net

The following table sets forth interest income (expense), foreign exchange transaction gains (losses), and other income (expense) for 2023 and 2022 (in thousands):

	2023	2022
Interest income (expense), net	$ (25,818)	$ (15,616)
Foreign exchange transaction gains (losses), net	$ (255)	$ 67
Other income (expense), net	$ (675)	$ (371)

Interest Income (Expense), Net

Net interest expense was $25.8 million in 2023 versus $15.6 million in 2022. The increase in net interest expense was primarily due to an increase in the weighted average interest rate, partially offset by a decrease in average debt levels under our senior credit facilities. The weighted average interest rate on our outstanding debt was 6.21% and 3.24% during 2023 and 2022, respectively. Included in net interest expense was non-cash interest expense of approximately $1.2 million for both 2023 and 2022, related to the amortization of deferred financing costs on our debt.

Foreign Exchange Transaction Gains (Losses), Net

Foreign exchange transaction gains (losses) were nominal in both 2023 and 2022.

Other Income (Expense), Net

Net other expenses were nominal in both 2023 and 2022.

Income Tax Provision

We recorded a tax provision of $10.9 million in 2023, compared to a tax provision of $13.1 million in 2022. The effective tax rate for 2023 was 13.0% of income before income taxes, compared to an effective tax rate of 15.0% of income before income taxes for 2022. Our effective tax rate for 2023 differed from the Canadian statutory rate of 29.0% primarily due to the mix of income earned in jurisdictions with varying tax rates, $4.5 million benefit for foreign derived intangible income, $4.2 million benefit from U.K. patent box deductions and $3.6 million benefit from R&D and other tax credits, partially offset by $2.1 million increase in valuation allowances and a $2.6 million detriment related to disallowed compensation.

We recorded a tax provision of $13.1 million in 2022. The effective tax rate for 2022 was 15% of income before income taxes. Our effective tax rate for 2022 differed from the Canadian statutory rate of 29.0% primarily due to the mix of income earned in jurisdictions with varying tax rates, $4.5 million benefit for foreign derived intangible income, $3.1 million benefit from U.K. patent

box deductions and $2.3 million benefit from R&D and other tax credits, partially offset by $2.0 million increase in valuation allowances and a $2.1 million detriment related to disallowed compensation.

The Organisation for Economic Co-operation and Development ("OECD") published a framework to implement a global corporate minimum income tax rate of 15% on income arising in low-tax jurisdictions (often referred to as "Pillar Two"). The Pillar Two proposed legislation is applicable to multinational corporations with global revenue exceeding €750 million ($820 million). Over 140 countries have agreed in principle to implement Pillar Two and many have, or are in the process of, enacting related legislation. We expect to meet the Pillar Two revenue threshold in 2024. The U.S. has not enacted the rules. Certain of the major jurisdictions where we operate have indicated that they will implement Pillar Two, but have not yet enacted legislation. Due to the uncertainty of whether the U.S. and other countries will enact the rules, the timing of individual country legislative action and the underlying complexity of the rules, the impact, if any, on the Company's tax obligations and income tax rate is not reasonably estimable at this time.

Net Income

Net income was $72.9 million for the year ended December 31, 2023, compared to $74.1 million for the year ended December 31, 2022, reflecting the impact of the factors described above.

Liquidity and Capital Resources

We assess our liquidity in terms of our ability to generate cash to fund our operating, investing, and financing activities. Our primary ongoing cash requirements are funding operations, capital expenditures, investments in businesses, and repayment of debt and related interest payments. Our primary sources of liquidity are cash flows from operations and borrowings under our revolving credit facility. We believe our future operating cash flows will be sufficient to meet our future operating and capital expenditure cash needs for the foreseeable future, including at least the next 12 months. The availability of borrowing capacity under our revolving credit facility provides another potential source of liquidity for any future capital expenditures and other liquidity needs. In addition, we have the ability to expand our borrowing capacity by up to $350.0 million by exercising the accordion feature under our revolving credit agreement. We may seek to raise additional capital, which could be in the form of bonds, convertible debt or preferred or common equity, to fund business development activities or other future investing cash requirements, subject to approval by the lenders in the Third Amended and Restated Credit Agreement. There is no assurance that such capital will be available on reasonable terms or at all.

Significant factors affecting the management of our ongoing cash requirements are the adequacy of available bank lines of credit and our ability to attract long-term capital with satisfactory terms. The sources of our liquidity are subject to all of the risks of our business and could be adversely affected by, among other factors, risks associated with events outside of our control, such as economic consequences of global pandemics and geopolitical conflicts, prolonged supply chain disruptions and electronics and other material shortages, a decrease in demand for our products, our ability to integrate current and future acquisitions, deterioration in certain financial ratios, availability of borrowings under our revolving credit facility, and market changes in general. See "Risks Relating to Our Common Shares and Our Capital Structure" included in Item 1A of this Annual Report on Form 10-K.

Our ability to make payments on our indebtedness and to fund our operations may be dependent upon the operating income and the distribution of funds from our subsidiaries. However, as local laws and regulations and/or the terms of our indebtedness restrict certain of our subsidiaries from paying dividends and transferring assets to us, there is no assurance that our subsidiaries will be permitted to provide us with sufficient dividends, distributions or loans when necessary.

As of December 31, 2023, $62.6 million of our $105.1 million of cash and cash equivalents was held by our subsidiaries outside of North America. Generally, our intent is to use cash held in these foreign subsidiaries to fund our local operations or acquisitions by those local subsidiaries and to pay down borrowings under our senior credit facilities. Approximately $126.1 million of our outstanding borrowings under our senior credit facilities were held in our subsidiaries outside of North America as of December 31, 2023. Additionally, we may use intercompany loans to address short-term cash flow needs from various subsidiaries.

In May 2021, our shareholders approved a special resolution to amend the Company's articles to authorize up to 7.0 million preferred shares for future issuance. Our Board of Directors may designate and issue one or more series of preferred shares in order to raise additional capital, provided that no shares of any series may be entitled to more than one vote per share. As of December 31, 2023, no preferred shares were issued and outstanding.

Share Repurchase Plans

Our Board of Directors may approve share repurchase plans from time to time. Under these repurchase plans, shares may be repurchased at our discretion based on ongoing assessment of the capital needs of the business, the market price of our common shares, and general market conditions. Shares may also be repurchased through an accelerated share purchase agreement, on the open market or in privately negotiated transactions in accordance with applicable federal securities laws. Repurchases may be made under certain SEC regulations, which would permit common shares to be repurchased when we would otherwise be prohibited from doing so under insider trading laws. While the share repurchase plans are generally intended to offset dilution from equity awards granted to our employees and directors, the plans do not obligate us to acquire any particular amount of common shares. No time limit is typically set for the completion of the share repurchase plans, and the plans may be suspended or discontinued at any time. We expect to fund share repurchases through cash on hand and cash generated from operations.

In February 2020, our Board of Directors approved a new share repurchase plan (the "2020 Repurchase Plan") authorizing the repurchase of $50.0 million worth of common shares, effective after our prior repurchase plan was completed. Share repurchases have been made under the 2020 Repurchase Plan pursuant to Rule 10b-18 under the Securities Exchange Act of 1934. During the year ended December 31, 2022, we repurchased 4 thousand shares for an aggregate purchase price of $0.5 million at an average price of $116.95 per share under the 2020 Repurchase Plan. No shares were repurchased during the three months or the year ended December 31, 2023. As of December 31, 2023, we had $49.5 million available for share repurchases under the 2020 Repurchase Plan.

Senior Credit Facilities

In December 2019, we entered into the Third Amended and Restated Credit Agreement, originally consisting of a $100.0 million U.S. dollar equivalent euro-denominated (approximately €90.2 million) 5-year term loan facility and a $350.0 million 5-year revolving credit facility (collectively, the "Senior Credit Facilities"). The term loan facility requires quarterly scheduled principal repayments of approximately €1.1 million that began in March 2020 with the remaining principal balance due upon maturity. We may make additional principal payments at any time, which will reduce the next quarterly installment payment due. We may pay down our revolving credit facility with cash on hand and cash generated from future operations at any time until maturity.

On March 27, 2020, we entered into an amendment (the "First Amendment") to the Third Amended and Restated Credit Agreement and exercised a portion of the uncommitted accordion feature. The First Amendment increased the revolving credit facility commitment under the Third Amended and Restated Credit Agreement by $145.0 million, from $350.0 million to $495.0 million, and reset the uncommitted accordion feature to $200.0 million for potential future expansion.

On June 2, 2020, we entered into an amendment (the "Second Amendment") to the Third Amended and Restated Credit Agreement. The Second Amendment revised our consolidated leverage ratio definition (as defined in the Third Amended and Restated Credit Agreement) allowing for the use of up to $25 million unrestricted cash and cash equivalents as a reduction to consolidated funded indebtedness (as defined in the Third Amended and Restated Credit Agreement).

On October 5, 2021, we entered into an amendment (the "Fourth Amendment") to the Third Amended and Restated Credit Agreement to exercise the accordion feature. The Fourth Amendment increased the revolving credit facility commitment under the Third Amended and Restated Credit Agreement by $200.0 million, from $495.0 million to $695.0 million, and reset the uncommitted accordion feature to $200.0 million for potential future expansion.

On March 10, 2022, the Company entered into an amendment (the "Fifth Amendment") to the Third Amended and Restated Credit Agreement to extend the maturity date thereof from December 31, 2024 to March 10, 2027, update the pricing grid, replace LIBOR with SOFR as the reference rate for U.S. dollar borrowings, and increase the uncommitted accordion feature from $200.0 million to $350.0 million.

As of December 31, 2023, we had $79.6 (€72.1) million term loan and $278.4 million revolver borrowings outstanding under our Senior Credit Facilities. On January 2, 2024, we drew down on our revolving credit facility to fund the acquisition of Motion Solutions Parent Corp. The borrowings outstanding under the Senior Credit Facilities bear interest at rates based on (a) the Base Rate, as defined in the Third Amended and Restated Credit Agreement, plus a margin ranging between 0.00% to 0.75% per annum, determined by reference to our consolidated leverage ratio, or (b) the Term SOFR Screen Rate, the Alternative Currency Daily Rate or the Alternative Currency Term Rate, as defined in the Third Amended and Restated Credit Agreement, plus a margin ranging between 0.75% and 1.75% per annum, determined by reference to our consolidated leverage ratio. In addition, we are obligated to pay a commitment fee on the unused portion of the revolving credit facility, ranging between 0.20% and 0.30% per annum, determined by reference to our consolidated leverage ratio. As of December 31, 2023, we had outstanding borrowings under the Third Amended and Restated Credit Agreement denominated in Euro and U.S. Dollars of $126.1 million and $232.0 million, respectively.

The Third Amended and Restated Credit Agreement contains various covenants that, we believe, are usual and customary for this type of agreement, including a maximum allowed leverage ratio and a minimum required fixed charge coverage ratio (as defined in the Third Amended and Restated Credit Agreement). The following table summarizes these financial covenants and our compliance therewith as of December 31, 2023:

	Requirement	Actual as of December 31, 2023
Maximum consolidated leverage ratio [(1)]	3.50	1.70
Minimum consolidated fixed charge coverage ratio	1.50	4.67

[(1)] Maximum consolidated leverage ratio shall be increased to 4.00 for four consecutive quarters following a designated acquisition, as defined in the Fifth Amendment.

In addition, the Third Amended and Restated Credit Agreement contains various other customary representations, warranties and covenants applicable to the Company and its subsidiaries, including: (i) limitations on certain payments; (ii) limitations on fundamental changes involving the Company; (iii) limitations on the disposition of assets; and (iv) limitations on indebtedness, investments, and liens.

Cash Flows

Cash and cash equivalents totaled $105.1 million as of December 31, 2023, versus $100.1 million as of December 31, 2022. The net increase in cash and cash equivalents is primarily attributable to cash provided by operating activities of $120.1 million, partially offset by $86.6 million of debt repayments, $20.0 million of capital expenditures, and $10.6 million of payroll withholding tax payments related to net share settlement upon vesting of share-based compensation awards.

The following table summarizes our cash and cash equivalent balances, cash flows and unused borrowing capacity available under our revolving credit facility for the years indicated (in thousands):

	2023	2022
Cash and cash equivalents, end of year	$ 105,051	$ 100,105
Net cash provided by operating activities	$ 120,075	$ 90,779
Net cash used in investing activities	$ (19,892)	$ (42,541)
Net cash provided by (used in) financing activities	$ (97,853)	$ (60,154)
Unused borrowing capacity available under the revolving credit facility, end of year	$ 416,596	$ 336,587

Operating Cash Flows

Cash provided by operating activities was $120.1 million in 2023, versus $90.8 million in 2022. Cash provided by operating activities increased from 2022 primarily as a result of higher operating income and less cash outflows from changes in net working capital, partially offset by higher income tax payments and higher interest payments.

Investing Cash Flows

Cash used in investing activities was $19.9 million in 2023, primarily related to capital expenditures of $20.0 million.

Cash used in investing activities was $42.5 million in 2022, primarily driven by the $22.4 million of cash consideration (net of cash acquired) paid for the acquisition of MPH Medical Devices S.R.O. ("MPH"). We also paid capital expenditures of $19.6 million and a contingent consideration payment of $1.5 million related to our 2016 asset acquisition of video signal processing and management technologies. We received $0.8 million net working capital adjustment in 2022 related to our ATI acquisition.

We have no material commitments to purchase property, plant and equipment as of December 31, 2023. We expect to use approximately $20 million to $25 million in 2024 for capital expenditures related to investments in new property, plant and equipment for our existing businesses, which includes a significant one-time facility buildout project in the U.K. that began in 2023 with target completion in 2024. This project is one quarter behind schedule, causing capital expenditures previously budgeted in 2023 to move into 2024.

Financing Cash Flows

Cash used in financing activities was $97.9 million in 2023, primarily due to $86.6 million of term loan and revolving credit facility repayments and $10.6 million of payroll withholding tax payments related to net share settlement upon vesting of share-based compensation awards.

Cash used in financing activities was $60.2 million in 2022, primarily due to $59.0 million of term loan and revolving credit facility repayments, $46.3 million of contingent consideration payments related to prior year acquisitions, $11.7 million of payroll withholding tax payments related to net share settlement upon vesting of share-based compensation awards, $10.0 million of repurchases of common shares, and $2.5 million of debt issuance costs in connection with the Fifth Amendment, partially offset by $69.9 million of borrowings under our revolving credit facility used to fund the contingent consideration paid for the ATI acquisition and the cash consideration paid for the MPH acquisition.

In 2024, we are contractually required to make $5.0 million in repayments under our term loan facility. In addition, we may make optional repayments under our revolving credit facility from time to time with available cash generated from future operating activities.

Other Liquidity Matters

Pension Plans

We maintain a defined benefit pension plan (the "U.K. Plan") in Novanta Technologies U.K. Limited, a wholly owned subsidiary of the Company. Our U.K. Plan was closed to new members in 1997 and stopped accruing additional pension benefits for existing members in 2003, thereby limiting our obligation to benefits earned through that date. Benefits under this plan were based on the participants' years of service and compensation as of the date the plan was frozen, adjusted for inflation. On July 1, 2013, the Company provided a Guarantee (the "Guarantee") in favor of the trustees of the U.K. Plan with respect to all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally and in any capacity whatsoever) under the U.K. Plan.

Our funding policy is to fund the U.K. Plan based on actuarial methods as permitted by the Pensions Regulator in the U.K. The results of funding valuations depend on both the funding deficit and the assumptions used, such as asset returns, discount rates, mortality rates, retail price inflation and other market driven assumptions. Each assumption used represents one estimate of many possible future outcomes. The final cost to us will be determined by events as they actually become known, including actual return on plan assets and pension payments to plan participants. As of December 31, 2023, the fair value of plan assets exceeded the projected benefit obligation under the U.K. Plan by $3.1 million. Based on the results of the most recent funding valuation in 2021, we are expected to contribute an additional approximately $0.3 million by March 31, 2024. Future annual funding contributions will be determined in the next statutory funding valuation date to be completed in 2024.

Material Cash Requirements

Senior Credit Facilities

As of December 31, 2023, we had $79.6 million (€72.1 million) term loan and $278.4 million revolving credit facility borrowings outstanding under the Senior Credit Facilities. On January 2, 2024, we drew down on our revolving credit facility under the Senior Credit Facilities to fund the acquisition of Motion Solutions Parent Corp. The term loan is payable in quarterly installments of approximately €1.1 million ($1.2 million) with the final installment of €58.5 million ($64.7 million) due upon maturity in March 2027. Borrowings under the revolving credit facility are due at maturity in March 2027.

As of December 31, 2023, the future interest payments under our Senior Credit Facilities are expected to be approximately $72.0 million through maturity based on the current contractual term, with $23.0 million payable within the next twelve months. These estimates are based on current interest rates on floating rate obligations, as defined in the Third Amended and Restated Credit Agreement, for the remainder of the contractual life of both the term loan and outstanding borrowings under the revolving credit facility, and the current commitment fee rate was used for the unused commitments under the revolving credit facility as of December 31, 2023. These estimates also assume only quarterly term loan payments are made and outstanding revolving credit facility remains unchanged throughout the contractual term. The actual interest payments will vary due to changes in our debt level and interest rate. See Note 11, "Debt," in the Consolidated Financial Statements for further details of our debt obligations and the timing of expected future payments.

Operating and Finance Leases

We have entered into various lease agreements for office and manufacturing facilities, vehicles, and equipment used in the normal course of business. Undiscounted operating and finance lease obligations were $61.3 million, with $10.7 million payable within the next twelve months. See Note 12, "Leases," in the Consolidated Financial Statements for further details of our obligations and the timing of expected future payments.

Purchase Obligations

Purchase obligations represent an estimate of all open purchase orders and contractual obligations in the ordinary course of business for which we have not received the goods or services. As of December 31, 2023, we had $127.5 million of purchase obligations, with $119.7 million payable within the next twelve months.

Critical Accounting Policies and Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the U.S. requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the dates of the financial statements and the reported amounts of revenues and expenses for the reporting periods. On an ongoing basis, we evaluate our estimates, assumptions and judgments, including those related to revenue recognition, inventory valuation, impairment assessment and valuation of goodwill, intangible assets and tangible long-lived assets, valuation of contingent consideration obligations, accounting for income taxes, and accounting for loss contingencies. Actual results in the future could differ significantly from our estimates.

We believe that the following critical accounting policies and estimates most significantly affect the portrayal of our financial condition and results of operations and require the most difficult and subjective judgments.

Revenue Recognition. We recognize revenue in accordance with Accounting Standards Codification ("ASC") 606, "Revenue from Contracts with Customers". We recognize revenue when control of promised goods or services is transferred to customers. This generally occurs upon shipment when the title and risk of loss pass to the customer. The vast majority of our revenue is generated from the sale of distinct products. Revenue is measured as the amount of consideration we expect to receive in exchange for such products, which is generally at contractually stated prices. Sales taxes and value added taxes collected concurrently with revenue generating activities are excluded from revenue.

Substantially all of our revenue is recognized at a point in time, upon shipment, rather than over time. At the request of our customers, we may perform professional services, generally for the maintenance and repair of products previously sold to those customers and for engineering services. Professional services are less than 3% of our consolidated revenue. Revenue is typically recognized at a point in time when control transfers to the customer upon completion of professional services. These services generally involve a single distinct performance obligation. The consideration expected to be received in exchange for such services is normally the contractually stated amount.

We occasionally sell separately priced non-standard/extended warranty services or preventative maintenance plans with the sale of products. The transfer of control over the service plans is over time. We recognize the related revenue ratably over the terms of the service plans. The transaction price of a contract is allocated to each performance obligation based on its relative standalone selling price. Standalone selling prices are generally determined based on the prices charged to customers or using the expected cost plus a margin.

We account for shipping and handling activities that occur after the transfer of control over the related goods as fulfillment activities rather than performance obligations. The shipping and handling fees charged to customers are recognized as revenue and the related costs are recorded in cost of revenue at the time of transfer of control.

We generally provide warranties for our products. The standard warranty period is typically 12 months to 36 months. The standard warranty period for product sales is accounted for under the provisions of ASC 450, "Contingencies," as we have the ability to ascertain the likelihood of the liability and can reasonably estimate the amount of the liability. A provision for the estimated cost related to warranty is recorded to cost of revenue at the time revenue is recognized. Our estimate of the costs to service warranty obligations is based on historical experience and expectations of future conditions. To the extent our experience in warranty claims or costs associated with servicing those claims differ from the original estimates, revisions to the estimated warranty liability are recorded at that time, with an offsetting entry recorded to cost of revenue.

We expense incremental direct costs of obtaining a contract when incurred if the expected amortization period is one year or less. These costs are recorded within selling, general and administrative expenses in the consolidated statement of operations. We do not adjust the promised amount of consideration for the effects of a financing component because the time period between the transfer of a promised good to a customer and the customer's payment for that good is typically one year or less.

Inventories. Inventories, which include materials and conversion costs, are stated at the lower of cost or net realizable value, using the first-in, first-out method. We regularly review inventory quantities on hand and, when necessary, record provisions for excess and obsolete inventory based on either our forecasted product demand and production requirements or trailing historical usage of the product. If our sales do not materialize as previously forecasted or at historical levels, we may have to increase our reserve for excess and obsolete inventory, which would reduce our operating income. If actual market conditions are more favorable than

anticipated, inventory previously written down may be sold, resulting in lower cost of revenue and higher operating income than expected in that period.

Share-Based Compensation. We record expenses associated with share-based compensation awards to employees and directors based on the fair value of awards as of the grant date. In addition to service-based awards granted to a wider employee base and stock options granted to certain members of the executive management team, we typically grant three types of performance-based awards to certain members of the executive management team: performance-based restricted stock units with company-specific financial performance conditions ("attainment-based PSUs"), performance-based restricted stock units with market-based performance conditions ("market-based PSUs"), and performance-based restricted stock units with a hybrid of company financial metrics and market-based performance conditions ("hybrid PSUs").

For share-based compensation awards that vest over time based on employment, the associated expenses are recognized in the consolidated statement of operations ratably over the vesting period of the awards, net of estimated forfeitures determined based on historical forfeiture experience.

For stock options, share-based compensation expenses are recognized based on the fair value of the stock options, which is determined using the Black-Scholes option pricing model as of the date of grant. Shared-based compensation expenses related to stock options are recognized on a straight-line basis ratably over the vesting period of the awards. Black-Scholes option pricing model includes various assumptions, including the expected term of the award, the expected volatility of our common shares and the expected risk-free interest rate over the expected term of the award, expected dividend payments, and the fair value of our common shares.

For attainment-based PSUs, share-based compensation expenses are recognized based on the closing price of our common shares on the date of grant ratably over the vesting period when it is probable that specified performance targets are expected to be achieved based on management's projections as of the end of each period. Management's projections are revised, if necessary, in subsequent periods when underlying factors change the estimated probability of achieving the performance targets as well as the levels of achievement. When the estimated achievement levels are adjusted at a later date, a cumulative adjustment to the share-based compensation expense previously recognized would be required. Accordingly, share-based compensation expenses associated with attainment-based PSUs may differ significantly from period to period based on changes to both the probability and the level of achievement against the specified performance targets.

For market-based PSUs, share-based compensation expenses are recognized based on the fair value of the market-based PSUs, which is determined using the Monte-Carlo simulation valuation model as of the date of grant. Shared-based compensation expenses related to market-based PSUs are recognized on a straight-line basis from the grant date to the end of the performance period, which is generally three years, regardless of whether the target relative total shareholder return is achieved. The Monte Carlo simulation model utilizes multiple input variables that determine the probability of satisfying the performance conditions stipulated in the grant agreement in a large number of simulated scenarios. Key assumptions for the Monte Carlo simulation model include risk-free interest rate and expected stock price volatility of both the Company's common shares and the Russell 2000 index.

For hybrid PSUs, share-based compensation expenses are recognized ratably over the vesting period based on the fair value of the hybrid PSUs as of the grant date and the number of shares that are deemed probable of vesting at the end of the specified performance period. The fair value of hybrid PSUs is determined using the Monte-Carlo simulation valuation model as of the date of grant. The probability assessment is performed quarterly and the cumulative effect of a change in the estimated compensation expense, if any, is recognized in the consolidated statement of operations in the period in which such determination is made. Accordingly, share-based compensation expenses associated with hybrid PSUs may differ significantly from period to period based on changes to both the probability and the level of achievement against the specified performance targets.

Valuation of Long-lived Assets. The purchase price we pay for acquired companies is allocated first to the identifiable assets acquired and liabilities assumed at their estimated fair value. Any excess purchase price is then allocated to goodwill. We make various assumptions and estimates in order to assign fair value to acquired tangible and intangible assets and liabilities. Key assumptions used to value identifiable intangible assets typically include revenue growth rates and projected cash flows, discount rates, royalty rates, technology obsolescence curves, and customer attrition rates, among others. Actual cash flows may vary from forecasts used to value these assets at the time of the business combination.

The estimated fair value of real estate assets acquired in a business combination is estimated based on comparable sales information and other market data, if available, as well as using an income or cost approach, specifically the direct capitalization and replacement value approaches. The direct capitalization and replacement value approaches use key assumptions such as market rent estimates, capitalization rates, local multipliers and remaining useful life of the real estate assets. Assumptions used are subject to management judgment and changes in those assumptions could impact the estimation of the fair value.

Our most significant identifiable intangible assets are customer relationships, acquired technologies, trademarks and trade names. In addition to our review of the carrying value of each asset, the estimated useful life assumptions for identifiable intangible assets, including the classification of certain intangible assets as "indefinite-lived," are reviewed on a periodic basis to determine if changes in circumstances warrant revisions to them. All definite-lived intangible assets are amortized over the periods in which their economic benefits are expected to be realized.

Impairment analyses of goodwill and indefinite-lived intangible assets are conducted in accordance with ASC 350, "Intangibles—Goodwill and Other." We test our goodwill balances annually as of the beginning of the second quarter or more frequently if indicators are present, or changes in circumstances suggest, that an impairment may exist. Should the fair value of our goodwill or indefinite-lived intangible assets decline because of reduced operating performance, market declines or other indicators of impairment, or as a result of changes in the discount rate, charges for impairment loss may be necessary.

We evaluate our goodwill, intangible assets and other long-lived assets for impairment at the reporting unit level which is generally at least one level below our reportable segments. We have the option of first performing a qualitative assessment to determine whether it is necessary to perform the quantitative impairment test. In performing the qualitative assessment, we review factors both specific to the reporting unit and to the Company as a whole, such as financial performance, macroeconomic conditions, industry and market considerations, and the fair value of each reporting unit as of the last valuation date. If we elect this option and believe, as a result of the qualitative assessment, that it is more likely than not that the carrying value of goodwill is not recoverable, the quantitative impairment test is required; otherwise, no further testing is performed.

Alternatively, we may elect to bypass the qualitative assessment and perform the quantitative impairment test instead. This approach requires a comparison of the carrying value of each of our reporting units to the fair value of these reporting units. If the carrying value of a reporting unit exceeds its fair value, an impairment charge is recorded for the difference. The fair value of a reporting unit is estimated primarily using a discounted cash flow ("DCF") method. The DCF method requires that we forecast future cash flows for each of the reporting units and discount the cash flow streams based on a weighted average cost of capital ("WACC") that is derived, in part, from comparable companies within similar industries. The DCF calculations also include a terminal value calculation that is based upon an expected long-term growth rate for the applicable reporting unit. The carrying values of each reporting unit include assets and liabilities which relate to the reporting unit's operations. Additionally, reporting units that benefit from corporate assets or liabilities are allocated a portion of those corporate assets and liabilities on a proportional basis.

We assess indefinite-lived intangible assets for impairment on an annual basis, and more frequently if impairment indicators are identified. We also periodically reassess their continuing classification as indefinite-lived intangible assets. Impairment exists if the fair value of the intangible asset is less than its carrying value. An impairment charge equal to the difference is recorded to reduce the carrying value to its fair value.

We evaluate amortizable intangible assets and other long-lived assets for impairment in accordance with ASC 360-10-35-15, "Impairment or Disposal of Long-Lived Assets," whenever changes in events or circumstances indicate that the carrying values of the reporting units may exceed the undiscounted cash flow forecasts attributable to the reporting units. If undiscounted cash flow forecasts indicate that the carrying value of definite-lived intangible assets or other long-lived assets may not be recoverable, a fair value assessment is performed. For intangible assets, fair value estimates are derived from discounted cash flow forecasts. For other long-lived assets (primarily property, plant and equipment), fair value estimates are derived from the sources most appropriate for the particular asset and have historically included such approaches as sales comparison approach and replacement cost approach. If fair value is less than carrying value, an impairment charge equal to the difference is recorded. We also review the useful life and residual value assumptions for definite-lived intangible assets and other long-lived assets on a periodic basis to determine if changes in circumstances warrant revisions to them.

Factors which may trigger an impairment of our goodwill, intangible assets and other long-lived assets include the following:

- significant underperformance relative to historical or projected future operating results;
- changes in our use of the acquired assets or the strategy for our overall business;
- long-term negative industry or economic trends;
- technological changes or developments;
- changes in competition;
- loss of key customers or personnel;
- adverse judicial or legislative outcomes or political developments;

- significant declines in our stock price for a sustained period of time; and
- the decline of our market capitalization below net book value as of the end of any reporting period.

The occurrence of any of these events or any other unforeseeable events or circumstances that materially affect future operating results or cash flows may cause an impairment that is material to our results of operations or financial position in the reporting period in which it occurs or is identified.

The most recent annual goodwill and indefinite-lived intangible asset impairment test was performed as of the beginning of the second quarter of 2023, using a quantitative assessment, noting no impairment. As of December 31, 2023, there were no indicators of impairment of our long-lived assets.

Accounting for Income Taxes. As part of the process of preparing our consolidated financial statements, we are required to calculate our income tax provision (benefit) in each of the jurisdictions in which we operate. This process involves estimating our current income tax provision (benefit) together with assessing temporary differences resulting from differing treatment of items for tax and accounting purposes. These differences result in deferred tax assets and liabilities, which are reported on our consolidated balance sheet.

Judgment is required in determining our worldwide income tax provision. In the ordinary course of a global business, there are many transactions and calculations where the ultimate outcome is uncertain. Although we believe our estimates are reasonable, there is no assurance that the final outcome of these matters will not be different from that which is reflected in our historical income tax provisions and accruals. Such differences could have a material impact on our income tax provision and net income in the period in which such determination is made.

We record a valuation allowance on our deferred tax assets when it is more likely than not that they will not be realized. We have considered future taxable income and ongoing prudent and feasible tax planning strategies in assessing the need for a valuation allowance. In the event we determine that we are able to realize our deferred tax assets in the future in excess of their net recorded amounts, an adjustment to the valuation allowance for the deferred tax assets would be recorded and would increase our net income in the period in which such determination is made. Likewise, should we determine that we will not be able to realize all or part of our net deferred tax assets in the future, an adjustment to the valuation allowance for the deferred tax assets will be recorded and will reduce our net income in the period in which such determination is made.

In conjunction with our ongoing review of our actual results and anticipated future earnings, we continuously reassess the adequacy of the valuation allowance currently in place on our deferred tax assets. In 2023, we established a valuation allowance of $2.1 million recorded on net operating losses, various credits, and other timing items in certain tax jurisdictions. The factors used to assess the likelihood of realization of deferred tax assets are the forecast of future taxable income, available tax planning strategies that could be implemented to realize the net deferred tax assets, potential for carryback and future reversals of deferred tax liabilities.

The amount of income taxes we pay is subject to audits by federal, state and foreign tax authorities, which may result in proposed assessments. We believe that we have adequately provided for any reasonably foreseeable outcome related to these matters. However, our future results may include favorable or unfavorable adjustments to our tax liabilities in the period that the assessments are made or resolved, or when the statute of limitations for certain periods expires. As of December 31, 2023, the Company’s total amount of unrecognized tax benefits was $4.3 million, of which $3.8 million would favorably affect our effective tax rate, if recognized. Over the next twelve months, we may need to recognize up to $0.3 million of previously unrecognized tax benefits due to statute of limitations closures.

Income and foreign withholding taxes have not been recognized on the excess of the amount for financial reporting purposes over the tax basis of investments in foreign subsidiaries that are essentially permanent in nature. This amount becomes taxable upon a repatriation of assets from a subsidiary or a sale or liquidation of a subsidiary. The amount of undistributed earnings of foreign subsidiaries totaled $405.8 million as of December 31, 2023. The estimated unrecognized income and foreign withholding tax liabilities on these undistributed earnings is approximately $5.5 million.

Loss Contingencies. We are subject to legal proceedings, lawsuits and other claims relating to product quality, labor, service and other matters arising in the ordinary course of business. We review the status of each significant matter and assess our potential financial exposure on a quarterly basis. If the potential loss from any claim or legal proceeding is considered probable and the amount can be reasonably estimated, we accrue a liability for the estimated loss. Significant judgment is required in both the determination of probability and the determination as to whether an exposure is reasonably estimable. Because of uncertainties related to these matters, accruals are based only on the best information available as of the date of the financial statements. As additional information becomes available, we will reassess the potential liability related to our pending claims and litigation and may revise our estimates. Such revisions in the estimates of the potential liabilities could have a material impact on our results of operations and financial position. We expense legal fees as incurred.

Recent Accounting Pronouncements

See Note 2 to Consolidated Financial Statements for recent accounting pronouncements that could have a significant effect on us.

Item 7A. ***Quantitative and Qualitative Disclosures about Market Risk***

We are exposed to market risks from changes in foreign currency exchange rates and interest rates, which could affect our operating results, financial position and cash flows. We manage our exposure to these market risks through our regular operating and financing activities. We address market risks from changes in foreign currency exchange rates through a risk management program that includes the use of derivative financial instruments to mitigate certain foreign currency transaction exposures from future settlement of non-functional currency monetary assets and liabilities as of the end of a period.

Foreign Currency Exchange Rate Risk and Sensitivity

We are exposed to changes in foreign currency exchange rates which could affect our operating results as well as our financial position and cash flows. The foreign currencies to which we have the most significant exchange rate exposures are the Euro, British Pound, Japanese Yen and Chinese Yuan. The Company manages its foreign currency exposures on a consolidated basis, which allows the Company to analyze exposures globally and take into account offsetting exposures in certain balances. The primary foreign currency denominated transactions include revenue and expenses and the resulting accounts receivable and accounts payable balances reflected on our consolidated balance sheet and with intercompany trading partners that are eliminated in consolidation.

In the ordinary course of business, we enter into foreign currency contracts for periods consistent with our committed exposures to mitigate the effect of foreign currency movements on transactions denominated in foreign currencies. We do not enter into or hold foreign currency derivative financial instruments for trading or speculative purposes, nor do we enter into derivative financial instruments to hedge future cash flows or forecasted transactions. The intent of these economic hedges is to offset gains and losses on the underlying exposures from these currencies with gains and losses resulting from the foreign currency contracts that hedge these exposures.

We had foreign currency contracts with notional amounts totaling $172.3 million and net fair value of $0.1 million as of December 31, 2023. A hypothetical 10% strengthening of the U.S. dollar against other currencies would result in an approximately $0.8 million increase in the net fair value of our foreign currency contracts as of December 31, 2023. By contrast, a hypothetical 10% weakening of the U.S. dollar against other currencies would result in an approximately $0.8 million decrease in the net fair value of our foreign currency contracts as of December 31, 2023.

Interest Rates

Our exposure to market risk associated with changes in interest rates relates primarily to our borrowings under our Senior Credit Facilities. We had $358.1 million of outstanding variable rate debt as of December 31, 2023. A 100 basis point increase in interest rates at December 31, 2023 would increase our annual pre-tax interest expense by approximately $3.6 million.

Item 8. ***Financial Statements and Supplementary Data***

NOVANTA INC.

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Report of Independent Registered Public Accounting Firm

To the Board of Directors and Stockholders of Novanta Inc.

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheets of Novanta Inc. and its subsidiaries (the "Company") as of December 31, 2023 and 2022, and the related consolidated statements of operations, of comprehensive income, of stockholders' equity and of cash flows for each of the three years in the period ended December 31, 2023, including the related notes (collectively referred to as the "consolidated financial statements"). We also have audited the Company's internal control over financial reporting as of December 31, 2023, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2023 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2023, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the COSO.

Basis for Opinions

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Annual Report on Internal Control Over Financial Reporting appearing under Item 9A. Our responsibility is to express opinions on the Company's consolidated financial statements and on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Critical Audit Matters

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that (i) relates to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Revenue Recognition

The Company's revenue was $881.7 million for the year ended December 31, 2023. As described in Note 3 to the consolidated financial statements, management recognizes revenue when control of promised goods or services is transferred to the customer. The transfer of control generally occurs upon shipment when title and risk of loss pass to the customer. The vast majority of the Company's revenue is generated from the sale of distinct products. Revenue is measured as the amount of consideration the Company expects to receive in exchange for such products, which is generally at contractually stated prices.

The principal consideration for our determination that performing procedures relating to revenue recognition is a critical audit matter is a high degree of auditor effort in performing procedures related to the Company's revenue recognition.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to the revenue recognition process. These procedures also included, among others, (i) testing the completeness, accuracy and existence of revenue recognized for a sample of revenue transactions by obtaining and inspecting source documents, including purchase orders, invoices, and proof of shipment and (ii) confirming a sample of outstanding customer invoice balances as of December 31, 2023 and, for confirmations not returned, obtaining and inspecting source documents, including invoices, proof of shipment, and subsequent cash receipts, where applicable.

/s/ PricewaterhouseCoopers LLP

Boston, Massachusetts
February 28, 2024

We have served as the Company's auditor since 2013.

NOVANTA INC.

CONSOLIDATED BALANCE SHEETS
(In thousands of U.S. dollars or shares)

	December 31, 2023	December 31, 2022
ASSETS		
Current Assets		
Cash and cash equivalents	$ 105,051	$ 100,105
Accounts receivable, net of allowance of $571 and $995, respectively	139,410	137,697
Inventories	149,371	167,997
Prepaid income taxes and income taxes receivable	8,105	1,508
Prepaid expenses and other current assets	13,360	13,212
Total current assets	415,297	420,519
Property, plant and equipment, net	109,449	103,186
Operating lease assets	38,302	43,317
Deferred tax assets	27,862	15,113
Other assets	5,617	4,414
Intangible assets, net	145,022	175,766
Goodwill	484,507	478,897
Total assets	$ 1,226,056	$ 1,241,212
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities		
Current portion of long-term debt	$ 4,968	$ 4,800
Accounts payable	57,195	75,225
Income taxes payable	7,767	13,660
Current portion of operating lease liabilities	8,189	7,793
Accrued expenses and other current liabilities	61,056	63,044
Total current liabilities	139,175	164,522
Long-term debt	349,404	430,662
Operating lease liabilities	37,345	40,808
Deferred tax liabilities	16,305	17,194
Income taxes payable	4,435	4,355
Other liabilities	5,932	6,085
Total liabilities	552,596	663,626
Commitments and Contingencies (Note 17)		
Stockholders' Equity:		
Preferred shares, no par value; Authorized shares: 7,000; No shares issued and outstanding	-	-
Common shares, no par value; Authorized shares: unlimited; Issued and outstanding: 35,814 and 35,711, respectively	423,856	423,856
Additional paid-in capital	70,180	55,155
Retained earnings	203,462	130,584
Accumulated other comprehensive loss	(24,038)	(32,009)
Total stockholders' equity	673,460	577,586
Total liabilities and stockholders' equity	$ 1,226,056	$ 1,241,212

The accompanying notes are an integral part of these consolidated financial statements.

NOVANTA INC.

CONSOLIDATED STATEMENTS OF OPERATIONS
(In thousands of U.S. dollars or shares, except per share amounts)

	Year Ended December 31,		
	2023	2022	2021
Revenue	$ 881,662	$ 860,903	$ 706,793
Cost of revenue	481,765	482,431	406,465
Gross profit	399,897	378,472	300,328
Operating expenses:			
Research and development and engineering	91,682	85,770	72,522
Selling, general and administrative	164,460	158,901	129,155
Amortization of purchased intangible assets	20,445	26,338	16,577
Restructuring, acquisition and related costs	12,814	4,384	18,020
Total operating expenses	289,401	275,393	236,274
Operating income	110,496	103,079	64,054
Interest income (expense), net	(25,818)	(15,616)	(7,387)
Foreign exchange transaction gains (losses), net	(255)	67	(127)
Other income (expense), net	(675)	(371)	(368)
Income before income taxes	83,748	87,159	56,172
Income tax provision	10,870	13,108	5,841
Net income	$ 72,878	$ 74,051	$ 50,331
Earnings per common share (Note 9):			
Basic	$ 2.03	$ 2.08	$ 1.42
Diluted	$ 2.02	$ 2.06	$ 1.41
Weighted average common shares outstanding—basic	35,844	35,652	35,396
Weighted average common shares outstanding—diluted	36,031	35,909	35,781

The accompanying notes are an integral part of these consolidated financial statements.

NOVANTA INC.

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(In thousands of U.S. dollars)

	Year Ended December 31,		
	2023	2022	2021
Net income	$ 72,878	$ 74,051	$ 50,331
Other comprehensive income (loss):			
Foreign currency translation adjustments, net of tax [1]	7,823	(18,674)	(3,457)
Pension liability adjustments, net of tax [2]	148	(469)	2,832
Total other comprehensive income (loss)	7,971	(19,143)	(625)
Total comprehensive income	$ 80,849	$ 54,908	$ 49,706

[1] The tax effect on this component of comprehensive income (loss) was nominal in 2023, 2022 and 2021.

[2] The tax effect on this component of comprehensive income (loss) was $156, $(401) and $920 in 2023, 2022 and 2021, respectively.

The accompanying notes are an integral part of these consolidated financial statements.

NOVANTA INC.

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(In thousands of U.S. dollars or shares)

	Common Shares		Additional Paid-In	Retained Earning	Accumulated Other Comprehensive	
	# of Shares	Amount	Capital	(Deficit)	Loss	Total
Balance at December 31, 2020	35,163	$ 423,856	$ 58,992	$ 6,202	$ (12,241)	$ 476,809
Net income	—	—	—	50,331	—	50,331
Common shares issued under stock plans	660	—	—	—	—	—
Common shares withheld for taxes on vested stock awards	(222)	—	(30,830)	—	—	(30,830)
Repurchases of common shares	—	—	—	—	—	—
Share-based compensation	—	—	25,606	—	—	25,606
Other comprehensive income (loss), net of tax	—	—	—	—	(625)	(625)
Balance at December 31, 2021	35,601	423,856	53,768	56,533	(12,866)	521,291
Net income	—	—	—	74,051	—	74,051
Common shares issued under stock plans	276	—	—	—	—	—
Common shares withheld for taxes on vested stock awards	(82)	—	(11,721)	—	—	(11,721)
Repurchases of common shares	(84)	—	(10,000)	—	—	(10,000)
Share-based compensation	—	—	23,108	—	—	23,108
Other comprehensive income (loss), net of tax	—	—	—	—	(19,143)	(19,143)
Balance at December 31, 2022	35,711	423,856	55,155	130,584	(32,009)	577,586
Net income	—	—	—	72,878	—	72,878
Common shares issued under stock plans	173	—	—	—	—	—
Common shares withheld for taxes on vested stock awards	(70)	—	(10,563)	—	—	(10,563)
Repurchases of common shares	—	—	—	—	—	—
Share-based compensation	—	—	25,588	—	—	25,588
Other comprehensive income (loss), net of tax	—	—	—	—	7,971	7,971
Balance at December 31, 2023	35,814	$ 423,856	$ 70,180	$ 203,462	$ (24,038)	$ 673,460

The accompanying notes are an integral part of these consolidated financial statements.

NOVANTA INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands of U.S. dollars)

	Year Ended December 31,		
	2023	2022	2021
Cash flows from operating activities:			
Net income	$ 72,878	$ 74,051	$ 50,331
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	46,612	53,158	43,394
Provision for inventory excess and obsolescence	7,491	2,988	3,627
Impairment of operating lease assets	1,853	—	—
Share-based compensation	25,588	23,108	25,606
Deferred income taxes	(14,726)	(18,654)	(3,945)
Loss (gain) on disposal of fixed assets	148	(61)	65
Contingent consideration adjustments	—	(1,443)	(99)
Inventory acquisition fair value adjustments	—	160	1,411
Write-off of unamortized deferred financing costs	—	624	—
Non-cash interest expense	1,162	1,229	1,170
Other non-cash items	397	356	74
Changes in assets and liabilities which provided/(used) cash, excluding effects from business acquisitions:			
Accounts receivable	(127)	(23,246)	(25,355)
Inventories	11,366	(48,547)	(19,078)
Prepaid expenses and other current assets	709	(814)	(3,117)
Prepaid income taxes, income taxes receivable and income taxes payable	(12,349)	489	(140)
Accounts payable, accrued expenses and other current liabilities	(20,453)	30,333	24,516
Other non-current assets and liabilities	(474)	(2,952)	(3,835)
Cash provided by operating activities	120,075	90,779	94,625
Cash flows from investing activities:			
Purchases of property, plant and equipment	(19,961)	(19,643)	(19,976)
Acquisition of businesses, net of cash acquired and working capital adjustments	—	(21,565)	(284,728)
Payment of contingent consideration related to acquisition of technology assets	—	(1,470)	(2,200)
Proceeds from sale of property, plant and equipment	69	137	200
Cash used in investing activities	(19,892)	(42,541)	(306,704)
Cash flows from financing activities:			
Borrowings under revolving credit facilities	—	69,941	280,000
Repayments under term loan and revolving credit facilities	(86,552)	(59,029)	(32,381)
Payments of debt issuance costs	—	(2,492)	(890)
Payments of withholding taxes from share-based awards	(10,563)	(11,721)	(30,830)
Payments of contingent considerations related to acquisitions	(81)	(46,254)	(1,836)
Repurchases of common shares	—	(10,000)	—
Purchase of building under finance lease	—	—	(8,743)
Other financing activities	(657)	(599)	(567)
Cash provided by (used in) financing activities	(97,853)	(60,154)	204,753
Effect of exchange rates on cash and cash equivalents	2,616	(5,372)	(335)
Increase (decrease) in cash and cash equivalents	4,946	(17,288)	(7,661)
Cash and cash equivalents, beginning of year	100,105	117,393	125,054
Cash and cash equivalents, end of year	$ 105,051	$ 100,105	$ 117,393
Supplemental disclosure of cash flow information:			
Cash paid for interest	$ 25,302	$ 14,264	$ 6,207
Cash paid for income taxes	$ 36,903	$ 20,291	$ 11,304
Income tax refunds received	$ 612	$ 169	$ 1,557
Supplemental disclosure of non-cash investing activities:			
Accruals for capital expenditures	$ 570	$ 1,681	$ 708

The accompanying notes are an integral part of these consolidated financial statements.

1. Organization and Basis of Presentation

Novanta Inc. and its subsidiaries (collectively referred to as "Novanta", the "Company", "we", "us", "our") is a leading global supplier of core technology solutions that give medical and advanced industrial original equipment manufacturers ("OEMs") a competitive advantage. Novanta combines deep proprietary technology expertise and competencies in precision medicine and manufacturing, medical solutions and robotics and automation with a proven ability to solve complex technical challenges. This enables Novanta to engineer core components and sub-systems that deliver extreme precision and performance, tailored to the customers' demanding applications.

Basis of Presentation

The consolidated financial statements have been prepared by the Company in United States ("U.S.") dollars and in accordance with accounting principles generally accepted in the U.S., applied on a consistent basis. These consolidated financial statements include the accounts of Novanta Inc. and its subsidiaries. Intercompany accounts and transactions have been eliminated.

During the first quarter of 2023, the Company changed the names of its reportable segments from "Photonics" to "Precision Medicine and Manufacturing", from "Vision" to "Medical Solutions", and from "Precision Motion" to "Robotics and Automation", respectively. The segment name changes did not result in any change to the compositions of the Company's segments and therefore did not result in any change to historical results.

2. Summary of Significant Accounting Policies

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the dates of the financial statements, and the reported amounts of revenue and expenses during the reporting periods. Estimates and assumptions are reviewed on an on-going basis and the effects of revisions are reflected in the period in which such revisions are deemed to be necessary. The Company evaluates its estimates based on historical experience, current conditions, and various other assumptions that it believes are reasonable under the circumstances. Actual results could differ significantly from these estimates.

Foreign Currency Translation

The financial statements of the Company and its subsidiaries outside the U.S. have been translated into U.S. dollars. Assets and liabilities of foreign operations are translated from foreign currencies into U.S. dollars at the exchange rates in effect as of the balance sheet date. Revenue and expenses are translated at the weighted average exchange rates for the period. Accordingly, gains and losses resulting from translating foreign currency financial statements are reported as cumulative translation adjustments, a separate component of other comprehensive income (loss) in stockholders' equity. Foreign currency transaction gains and losses from transactions denominated in currencies other than the functional currencies are included in the accompanying consolidated statements of operations.

Cash Equivalents

Cash equivalents are highly liquid investments with original maturities of three months or less. These investments are carried at cost, which approximates fair value.

Accounts Receivable and Credit Losses

Accounts receivable are recorded at the invoiced amounts, net of an allowance for doubtful accounts based on the Company's best estimate of probable credit losses. The Company is exposed to credit losses primarily through sales of its products. The Company assesses each customer's ability to pay by conducting a credit review which includes consideration of established credit rating or an internal assessment of the customer's creditworthiness based on an analysis of their payment history when a credit rating is not available. The Company monitors its credit exposure through active review of customer balances. The Company's expected loss methodology for accounts receivable is developed through consideration of factors including, but not limit to, historical collection experience, current customer credit ratings, current customer financial condition, current and future economic

and market condition, and age of the receivables. Charges related to credit losses are included in selling, general and administrative expenses and are recorded in the period that the outstanding receivables are determined to be uncollectible. Account balances are charged off against the allowance for doubtful accounts when the Company believes it is certain that the receivable will not be recovered.

For the years ended December 31, 2023, 2022 and 2021, changes in the allowance for doubtful accounts were as follows (in thousands):

	2023	2022	2021
Balance at beginning of year	$ 995	$ 556	$ 274
Addition to credit loss expense	175	532	121
Credit loss resulting from acquisitions	—	—	216
Write-offs, net of recoveries of amounts previously reserved	(612)	(92)	(45)
Exchange rate changes	13	(1)	(10)
Balance at end of year	$ 571	$ 995	$ 556

Inventories

Inventories, which include materials and conversion costs, are stated at the lower of cost or net realizable value, using the first-in, first-out method. Cost includes the cost of purchased materials, inbound freight charges, customs duties, trade tariffs on imported materials and components, external and internal processing and applicable labor and overhead costs. Net realizable value is the estimated selling price in the ordinary course of business, less reasonably predictable costs of completion, storage, disposal and transportation. The Company periodically reviews inventory for potential excess or obsolescence by comparing on-hand quantities to the forecasted product demand and production requirements or trailing historical usage of each product. The Company records a charge to cost of revenue for the amount required to reduce the carrying value of inventories to their net realizable value.

Property, Plant and Equipment

Property, plant and equipment are recorded at cost, adjusted for any impairment, less accumulated depreciation. The Company uses the straight-line method to calculate the depreciation of its property, plant and equipment over their estimated useful lives. Estimated useful lives range from 10 to 40 years for buildings and building improvements, and 3 to 10 years for machinery and equipment. Leasehold improvements are depreciated over the lesser of their useful lives or the lease terms, including any renewal period options that are reasonably assured of being exercised. Repairs and maintenance costs are expensed as incurred. Certain costs to develop software for internal use are capitalized when the criteria under Accounting Standards Codification (“ASC”) 350-40, “Internal-Use Software,” are met.

Goodwill, Intangible Assets and Long-Lived Assets

Goodwill represents the excess of the purchase price over the tangible assets, identifiable intangible assets and assumed liabilities acquired in a business combination. Allocations of the purchase price are based upon a valuation of the fair value of assets acquired and liabilities assumed as of the acquisition date. Goodwill and indefinite-lived intangibles are not amortized but are assessed for impairment at least annually to ensure their current fair values exceed their carrying values.

The Company’s most significant intangible assets are customer relationships, patents and developed technologies, trademarks and trade names. The fair values of intangible assets are based on valuations using an income approach, with estimates and assumptions provided by management of the acquired companies and the Company. The process for estimating the fair values of identifiable intangible assets requires the use of significant estimates and assumptions, including revenue growth rates, customer attrition rates, royalty rates, discount rates and projected future cash flows. All definite-lived intangible assets are amortized over the periods in which their economic benefits are expected to be realized. The Company reviews the useful life assumptions, including the classification of certain intangible assets as “indefinite-lived,” on a periodic basis to determine if changes in circumstances warrant revisions to them. Costs associated with patent and intellectual property applications, renewals or extensions are typically expensed as incurred.

The Company evaluates its goodwill, intangible assets and other long-lived assets for impairment at the reporting unit level which is at least one level below the reportable segments.

Impairment Charges

Impairment analyses of goodwill and indefinite-lived intangible assets are conducted in accordance with ASC 350, "Intangibles — Goodwill and Other." The Company performs its goodwill impairment test annually at a reporting unit level, which is generally at least one level below a reportable segment, as of the beginning of the second quarter or more frequently if indicators are present or changes in circumstances suggest that an impairment may exist.

The Company has the option of first performing a qualitative assessment to determine whether it is necessary to perform the quantitative impairment test. In performing the qualitative assessment, the Company reviews factors both specific to the reporting unit and to the Company as a whole, such as financial performance, macroeconomic conditions, industry and market considerations, and the fair value of each reporting unit as of the last valuation date. If the Company elects this option and believes, as a result of the qualitative assessment, that it is more likely than not that the carrying value of the reporting unit exceeds its fair value, the quantitative impairment test is required; otherwise, no further testing is required.

Alternatively, the Company may elect to bypass the qualitative assessment and perform the quantitative impairment test instead. This approach requires a comparison of the carrying value of each reporting unit to its estimated fair value. The fair value of a reporting unit is estimated primarily using a discounted cash flow ("DCF") method. If the carrying value of a reporting unit exceeds its fair value, an impairment charge is recorded for the difference.

The Company assesses indefinite-lived intangible assets for impairment on an annual basis as of the beginning of the second quarter, and more frequently if indicators are present, or changes in circumstances suggest, that an impairment may exist. The Company will also reassess the continuing classification of these intangible assets as indefinite-lived when circumstances change such that the useful life may no longer be considered indefinite. The fair values of the Company's indefinite-lived intangible assets are determined using the relief from royalty method, based on forecasted revenues and estimated royalty rates. If the fair value of an indefinite-lived intangible asset is less than its carrying value, an impairment charge is recorded for the difference between the carrying value and the fair value of the impaired asset.

The carrying amounts of definite-lived long-lived assets are reviewed for impairment whenever changes in events or circumstances indicate that their carrying values may not be recoverable. The recoverability of the carrying value is generally determined by comparison of the carrying value of the asset group to its undiscounted future cash flows. When this test indicates a potential for impairment, a fair value assessment is performed. Once an impairment is determined and measured, an impairment charge is recorded for the difference between the carrying value and the fair value of the impaired asset.

Revenue Recognition

See Note 3 for the Company's revenue recognition policy.

Leases

The Company leases certain equipment and facilities. The Company determines if an arrangement is a lease at inception. Operating lease right-of-use assets are included in operating lease assets on the consolidated balance sheet. Operating lease liabilities are included in the current portion of operating lease liabilities and operating lease liabilities on the consolidated balance sheet based on the timing of future lease payments. Finance lease assets are included in property, plant and equipment. Finance lease liabilities are included in accrued expenses and other current liabilities and other liabilities on the consolidated balance sheet based on the timing of future lease payments. Leases with an initial term of twelve months or less are not recognized on the balance sheet. The Company recognizes lease expense on a straight-line basis over the lease term. Many of the Company's lease arrangements include both lease (e.g., fixed payments including rent) and non-lease components (e.g., common-area maintenance or other property management costs). The Company accounts for lease and non-lease components separately.

Most leases held by the Company do not provide an implicit rate. The Company uses its incremental borrowing rate for the same jurisdiction and term as the associated lease based on the information available at the lease commencement date to determine the present value of future lease payments. The Company has a centrally managed treasury function; therefore, the Company applies a portfolio approach for determining the incremental borrowing rate based on the applicable lease terms and the current economic environment.

Research and Development and Engineering Costs

Research and development and engineering ("R&D") expenses are primarily comprised of employee related expenses and cost of materials for R&D projects. These costs are expensed as incurred.

Share-Based Compensation

The Company records expenses associated with share-based compensation awards to employees and directors based on the fair value of awards as of the grant date. For share-based compensation awards that vest over time based on employment, the associated expenses are recognized in the consolidated statements of operations ratably over the respective vesting periods, net of estimated forfeitures.

The Company also grants share-based awards that vest based on specified company performance conditions, market conditions or a hybrid of specified company performance conditions and market conditions. Share-based compensation expenses for awards with specified company performance conditions are recognized ratably over their vesting periods when it is probable that the performance targets are expected to be achieved based on management's projections. Management's projections are revised, if necessary, in subsequent periods when underlying factors change the evaluation of the probability of achieving the performance targets as well as the estimated levels of achievement. When the estimated achievement levels are adjusted at a later date, a cumulative adjustment to the share-based compensation expense previously recognized would be recorded in the period such determination is made. Accordingly, share-based compensation expenses for awards with specified company performance conditions may differ significantly from period to period based on changes to both the probability and the level of achievement against the performance targets. Share-based compensation expenses for awards with market conditions are based on the grant-date fair value, determined using the Monte-Carlo valuation model, and are recognized on a straight-line basis from the grant date to the end of the performance period. Compensation expenses for awards with market conditions will not be affected by the number of common shares that will ultimately be issued upon vesting at the end of the performance period. Share-based compensation expenses for awards with a hybrid of specified company performance conditions and market conditions are recognized ratably over their performance period based on the fair value of the PSUs as of the grant date and the number of shares that are deemed probable of vesting at the end of the specified performance period. The probability assessment is performed quarterly and the cumulative effect of a change in the estimated compensation expense, if any, is recognized in the period in which such determination is made. Accordingly, share-based compensation expenses for awards with hybrid conditions may differ significantly from period to period based on changes to both the probability and the level of achievement against the performance targets.

The Company also grants stock options to certain members of the executive management team to purchase common shares of the Company at a strike price equal to the closing market price of the common shares on the date of grant. Share-based compensation expenses associated with stock options are based on the grant-date fair value, determined using the Black-Scholes option pricing model, and are recognized on a straight-line basis ratably over the respective vesting period.

Advertising Costs

Advertising costs are expensed as incurred and are included in selling, general and administrative expenses in the consolidated statement of operations. Advertising costs were not material for 2023, 2022 and 2021.

Restructuring, Acquisition and Related Costs

The Company accounts for its restructuring activities in accordance with the provisions of ASC 420, "Exit or Disposal Cost Obligations." The Company makes assumptions related to the amounts of employee severance benefits and related costs, useful lives and residual value of long-lived assets, and discount rates. Estimates and assumptions are based on the best information available at the time the obligation is recognized. These estimates are reviewed and revised as facts and circumstances dictate.

Acquisition related costs incurred to effect a business combination, including finders' fees, legal, valuation and other professional or consulting fees, are expensed as incurred. Acquisition related costs also include expenses recognized under earn-out agreements in connection with acquisitions.

Accounting for Income Taxes

The asset and liability method is used to account for income taxes. Under the asset and liability method, deferred tax assets and liabilities are recognized for the estimated future tax consequences attributable to temporary differences between the financial statement carrying amounts of assets and liabilities and their respective tax bases. This method also requires the recognition of future tax benefits, such as net operating loss carryforwards, to the extent that it is more likely than not that such benefits will be realized. Deferred tax assets and liabilities are measured using enacted tax rates in effect for the year in which the temporary differences are expected to be recovered or settled. A valuation allowance is established to reduce the deferred tax assets if it is more likely than not that some or all of the related tax benefits will not be realized in the future. Valuation allowances are reassessed periodically to determine whether it is more likely than not that the tax benefits will be realized in the future and if any existing valuation allowance should be released.

The majority of the Company's business activities are conducted through its subsidiaries outside of Canada. Earnings from these subsidiaries are generally indefinitely reinvested in the local businesses. Further, local laws and regulations may also restrict certain subsidiaries from paying dividends to their parents. Consequently, the Company generally does not accrue income taxes for the repatriation of such earnings in accordance with ASC 740, "Income Taxes." To the extent that there are excess accumulated earnings that the Company intends to repatriate from any such subsidiaries, the Company recognizes deferred tax liabilities on such foreign earnings.

The Company assesses its income tax positions and records tax benefits for all years subject to examination based on the evaluation of the facts, circumstances, and information available at each reporting date. For those tax positions with a greater than 50 percent likelihood of being realized upon ultimate settlement with a taxing authority that has full knowledge of all relevant information, the Company records a tax benefit. For those income tax positions that are not likely to be sustained, no tax benefit is recognized in the consolidated financial statements. The Company recognizes interest and penalties related to uncertain tax positions as part of the provision for income taxes.

Foreign Currency Contracts

The Company uses foreign currency contracts as a part of its strategy to limit its exposures to fluctuations in foreign currency exchange rates related to foreign currency denominated monetary assets and liabilities. The time duration of these foreign currency contracts approximates the underlying foreign currency transaction exposures, generally less than three months. These foreign currency contracts are not designated as cash flow, fair value or net investment hedges. Changes in the fair value of these foreign currency contracts are recognized in income before income taxes.

Recent Accounting Pronouncements

The following table provides a brief description of recent Accounting Standards Updates ("ASU") issued by the Financial Accounting Standards Board ("FASB"):

Standard	Description	Effective Date	Effect on the Financial Statements or Other Significant Matters
In October 2023, the FASB issued ASU 2023-06, "Disclosure Improvements: Codification Amendments in Response to SEC's Disclosure Update and Simplification Initiative."	ASU 2023-06 clarifies or improves disclosure and presentation requirements of a variety of topics, which allow users to easily compare entities subject to the SEC's existing disclosure requirements with those entities that were not previously subject to such requirements and align the requirements in the FASB Accounting Standards Codification with the SEC's regulations.	The effective date for each amendment in ASU 2023-06 will be the date on which the SEC's removal of that related disclosure from Regulation S-X or Regulation S-K becomes effective, with early adoption prohibited.	The Company is currently evaluating the impact of ASU 2023-06 on its consolidated financial statements.
In November 2023, the FASB issued ASU 2023-07, "Segment Reporting (Topic 280)-Improvements to Reportable Segment Disclosures."	ASU 2023-07 clarifies or improves financial reporting by requiring disclosure of incremental segment information. The amendments require disclosure, on an annual and interim basis for all public entities, significant segment expenses included in segment profit or loss, an amount and description of "other segment items" included in segment profit or loss, and an explanation of how reported segment profit or loss is assessed and allocated.	The amendments in ASU 2023-07 are effective for fiscal years beginning after December 15, 2023 and interim periods within fiscal years beginning after December 15, 2024. Early adoption is permitted.	The Company is currently evaluating the impact of ASU 2023-07 on its consolidated financial statement disclosures.
In December 2023, the FASB issued ASU 2023-09, "Income Taxes (Topic 740)-Improvements to Income Tax Disclosures."	ASU 2023-09 provides more transparency about income tax information through improvements to income tax disclosures primarily related to the rate reconciliation and income taxes paid.	The amendments in ASU 2023-09 are effective for annual periods beginning after December 15, 2024. Early adoption is permitted.	The Company is currently evaluating the impact of ASU 2023-09 on its consolidated financial statement disclosures.

3. Revenue

The Company accounts for its revenue transactions in accordance with ASC 606, "Revenue from Contracts with Customers," which requires entities to recognize revenue in a way that depicts the transfer of control over goods or services to customers at an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. Revenue recognition for arrangements within the scope of ASC 606 includes the following five steps: (i) identifying the contract(s) with a customer; (ii) identifying the performance obligations in the contract; (iii) determining the transaction price; (iv) allocating the transaction price to the performance obligations in the contract; and (v) recognizing revenue when (or as) a performance obligation is satisfied.

The Company recognizes revenue when control of promised goods or services is transferred to the customer. The transfer of control generally occurs upon shipment when title and risk of loss pass to the customer. The vast majority of the Company's revenue is generated from the sale of distinct products. Revenue is measured as the amount of consideration the Company expects

to receive in exchange for such products, which is generally at contractually stated prices. Sales taxes and value added taxes collected concurrently with revenue generating activities are excluded from revenue.

Performance Obligations

Substantially all of the Company's revenue is recognized at a point in time, upon shipment, rather than over time.

At the request of its customers, the Company may perform professional services, generally for the maintenance and repair of products previously sold to those customers and for engineering services. Professional services are typically short in duration, mostly less than one month, and aggregate to less than 3% of the Company's consolidated revenue. Revenue is typically recognized at a point in time when control transfers to the customer upon completion of professional services. These services generally involve a single distinct performance obligation. The consideration expected to be received in exchange for such services is normally the contractually stated amount.

The Company occasionally sells separately priced non-standard/extended warranty services or preventative maintenance plans with the sale of products. The transfer of control over the service plans is over time. The Company recognizes the related revenue ratably over the terms of the service plans. The transaction price of a contract is allocated to each performance obligation based on its relative standalone selling price. Standalone selling prices are generally determined based on the prices charged to customers or using the expected cost plus a margin.

Shipping and Handling Costs

The Company accounts for shipping and handling activities that occur after the transfer of control over the related goods as fulfillment activities rather than performance obligations. The shipping and handling fees charged to customers are recognized as revenue and the related costs are recorded in cost of revenue at the time of transfer of control.

Warranties

The Company generally provides warranties for its products. The standard warranty period is typically 12 months to 36 months. The standard warranty period for product sales is accounted for under the provisions of ASC 450, "Contingencies," as the Company has the ability to ascertain the likelihood of the liability and can reasonably estimate the amount of the liability. A provision for the estimated warranty cost is recorded in cost of revenue at the time revenue is recognized. The Company's estimate of costs to service the warranty obligations is based on historical experience and expectations of future conditions. To the extent that the Company's experience in warranty claims or costs associated with servicing those claims differ from the original estimates, revisions to the estimated warranty liability are recorded at that time, with an offsetting adjustment to cost of revenue.

Practical Expedients and Exemptions

The Company expenses incremental direct costs of obtaining a contract when incurred if the expected amortization period is one year or less. These costs are recorded within selling, general and administrative expenses in the consolidated statement of operations.

The Company does not adjust the promised amount of consideration for the effects of a financing component because the time period between the transfer of a promised good to a customer and the customer's payment for that good is typically one year or less. The Company does not disclose the value of the remaining performance obligation for contracts with an original expected length of one year or less.

Contract Liabilities

Contract liabilities consist of deferred revenue and advance payments from customers, including amounts that are refundable. These contract liabilities are classified as either current or long-term liabilities in the consolidated balance sheet based on the timing of when the Company expects to recognize the related revenue. As of December 31, 2023 and December 31, 2022, contract liabilities were $5.8 million and $8.4 million, respectively, and are included in accrued expenses and other current liabilities and other liabilities in the accompanying consolidated balance sheets. The decrease in the contract liability balance during the year ended December 31, 2023 is primarily due to $6.3 million of revenue recognized during the year that was included in the contract liability balance at December 31, 2022, partially offset by cash payments received in advance of satisfying performance obligations.

Disaggregated Revenue

See Note 18 for the Company's disaggregation of revenue by segment, geography and end market.

4. Business Combinations

2022 Acquisitions

On August 11, 2022, the Company acquired 100% of the outstanding shares of MPH Medical Devices S.R.O. ("MPH"), a Czech Republic-based manufacturer of medical consumables with plastics specialization in making medical disposable tube set products, for a total purchase price of €21.8 million ($22.4 million), net of cash acquired. The acquisition was financed with borrowings under the Company's revolving credit facility and cash available on hand. The addition of MPH has expanded the Company's capacity and capabilities in the medical disposable tube set products within the Medical Solutions reportable segment.

The acquisition of MPH has been accounted for as a business combination. The purchase price is allocated based upon a valuation of the fair values of assets acquired and liabilities assumed as of the acquisition date. The fair value of the real property were based on valuations using an income and cost approach, specifically the direct capitalization method and the replacement value approaches. These approaches are subject to key assumptions including market rent estimates, capitalization rates, local multipliers and remaining useful life. The sales comparison approach was not considered due to the limited data available on comparable properties.

The total purchase price for MPH was allocated as follows (in thousands):

	Purchase Price Allocation
Cash	$ 182
Accounts receivable	1,658
Inventories	957
Property, plant and equipment	12,094
Goodwill	9,863
Other assets	163
Total assets acquired	24,917
Accounts payable	562
Deferred tax liabilities	1,124
Other liabilities	664
Total liabilities assumed	2,350
Total assets acquired, net of liabilities assumed	22,567
Less: cash acquired	182
Purchase price, net of cash acquired	$ 22,385

The purchase price allocation resulted in $9.9 million of goodwill. As the MPH acquisition was structured as a stock acquisition, the goodwill is not deductible for income tax purposes. The goodwill recorded represents the anticipated future benefits from the expansion of the Company's manufacturing capacity and capabilities for the medical disposal tube set products.

The operating results of MPH were included in the Company's results of operations beginning on August 12, 2022. MPH contributed revenues of $5.2 million and a profit before income taxes of $0.4 million for the year ended December 31, 2022.

2021 Acquisitions

On August 30, 2021, the Company acquired 100% of the outstanding shares of ATI Industrial Automation, Inc. ("ATI"), an Apex, North Carolina-based leading supplier of intelligent end-of-arm technology solutions to OEMs for advanced industrial and surgical robots for a total purchase price of $213.2 million, net of cash acquired and net working capital adjustments. The purchase price consists of $169.2 million cash paid at closing, net of cash acquired and net working capital adjustments, and $44.0 million estimated fair value of contingent consideration as of the acquisition date. The initial cash purchase price was financed with borrowings under the Company's revolving credit facility and cash available on hand. The Company expects that the addition of ATI will complement and add intelligent technology solutions to further expand the Company's position in mission critical robotic applications within the Robotics and Automation reportable segment.

On August 31, 2021, the Company acquired 100% of the outstanding shares of Schneider Electric Motion USA, Inc. ("SEM"), a Marlborough, Connecticut-based manufacturer of integrated motion control solutions and electronic controls for automation equipment for a total purchase price of $114.7 million, net of cash acquired and working capital adjustments. The acquisition was financed with borrowings under the Company's revolving credit facility. The Company expects that the addition of SEM will complement and expand the Company's presence in life science applications and industrial automation applications within the Robotics and Automation reportable segment.

Allocation of Purchase Price

The acquisitions of ATI and SEM have been accounted for as business combinations. The purchase price for each acquisition is allocated based upon a valuation of the fair values of assets acquired and liabilities assumed. Assets acquired and liabilities assumed have been recorded at their estimated fair values as of the acquisition dates. The fair values of intangible assets were based on valuations using an income approach, specifically the multi-period excess earnings method for customer relationships and the relief-from-royalty method for developed technologies, trademarks and trade names. The process for estimating the fair values of identifiable intangible assets requires the use of significant estimates and assumptions, including revenue growth rates, customer attrition rates, royalty rates, discount rates, technology obsolescence curves, and EBITDA margins. The excess of the purchase price over the fair values of tangible assets, identifiable intangible assets and assumed liabilities was recorded as goodwill for each acquisition.

ATI

The final purchase price for ATI was allocated as follows (in thousands):

	Purchase Price Allocation
Cash	$ 10,709
Accounts receivable	12,596
Inventories	18,151
Property, plant and equipment	4,618
Operating lease assets	11,263
Intangible assets	52,800
Goodwill	134,420
Other assets	229
Total assets acquired	244,786
Accounts payable	5,135
Current portion of operating lease liabilities	1,740
Operating lease liabilities	9,525
Other liabilities	4,452
Total liabilities assumed	20,852
Total assets acquired, net of liabilities assumed	223,934
Less: cash acquired	10,709
Add: net working capital adjustment	820
Less: contingent consideration	44,000
Initial purchase price, net of cash acquired	$ 170,045

The fair value of intangible assets for ATI is comprised of the following (dollar amounts in thousands):

	Estimated Fair Value	Weighted Average Amortization Period
Developed technologies	$ 19,800	15 years
Customer relationships	23,900	15 years
Trademarks and trade names	5,600	15 years
Backlog	3,500	1 year
Total	$ 52,800	

The purchase price allocation resulted in $52.8 million of identifiable intangible assets and $134.4 million of goodwill. Goodwill amounting to $134.4 million is expected to be deductible for U.S. income tax purposes. Intangible assets are being amortized over their weighted average useful lives primarily based upon the pattern in which anticipated economic benefits from such assets are expected to be realized. The goodwill recorded represents the anticipated incremental value of future cash flows potentially attributable to: (i) ATI's ability to grow the business with existing and new customers, including leveraging the Company's customer base; (ii) ATI's ability to grow the business through new product introductions; and (iii) cost improvements due to the integration of ATI's operations into the Company's existing infrastructure.

The operating results of ATI were included in the Company's results of operations beginning on August 31, 2021. ATI contributed revenues of $34.0 million and a profit before income taxes of $3.4 million to the Company's operating results for the year ended December 31, 2021. ATI's profit before income taxes for the period from the acquisition date through December 31, 2021 included amortization of inventory fair value adjustments and amortization of purchased intangible assets of $3.5 million.

SEM

The final purchase price for SEM was allocated as follows (in thousands):

	Purchase Price Allocation
Cash	$ 3,881
Accounts receivable	4,240
Inventories	2,499
Property, plant and equipment	452
Intangible assets	54,570
Goodwill	68,291
Other assets	776
Total assets acquired	134,709
Accounts payable	1,325
Deferred tax liabilities	12,400
Other liabilities	2,420
Total liabilities assumed	16,145
Total assets acquired, net of liabilities assumed	118,564
Less: cash acquired	3,881
Total purchase price, net of cash acquired	$ 114,683

The fair value of intangible assets for SEM is comprised of the following (dollar amounts in thousands):

	Estimated Fair Value	Weighted Average Amortization Period
Developed technologies	$ 9,110	15 years
Customer relationships	41,740	20 years
Trademarks and trade names	370	4 years
Backlog	3,350	1 year
Total	$ 54,570	

The purchase price allocation resulted in $54.6 million of identifiable intangible assets and $68.3 million of goodwill. As the SEM acquisition was structured as a stock acquisition for income tax purposes, the goodwill is not expected to be deductible for income tax purposes. Intangible assets are being amortized over their weighted average useful lives primarily based upon the pattern in which anticipated economic benefits from such assets are expected to be realized. The goodwill recorded represents the anticipated incremental value of future cash flows potentially attributable to: (i) SEM's ability to grow the business with existing and new customers, including leveraging the Company's customer base; (ii) SEM's ability to grow the business through new product introductions; and (iii) cost improvements due to the integration of SEM's operations into the Company's existing infrastructure.

The operating results of SEM were included in the Company's results of operations beginning on September 1, 2021. SEM contributed revenues of $9.1 million and a profit before income taxes of $0.3 million to the Company's operating results for the year ended December 31, 2021. SEM's profit before income taxes for the period from the acquisition date through December 31, 2021 included amortization of inventory fair value adjustment and amortization of purchased intangible assets of $1.8 million.

Acquisition Costs

The Company recognized acquisition costs of zero, $1.0 million and $5.0 million in the years ended December 31, 2023, 2022 and 2021, respectively, related to the acquisitions that occurred during these years, if any. These costs consisted of finders' fees, legal, valuation and other professional or consulting fees. These amounts were included in restructuring and acquisition related costs in the consolidated statements of operations.

5. Accumulated Other Comprehensive Loss

Other comprehensive income (loss) is defined as other changes in stockholders' equity that do not represent transactions with stockholders or in the Company's stock. Changes in accumulated other comprehensive loss were as follows (in thousands):

	Total Accumulated Other Comprehensive Income (Loss)	Cumulative Translation Adjustments	Pension Liability Adjustments
Balance at December 31, 2020	$ (12,241)	$ (2,296)	$ (9,945)
Other comprehensive income (loss)	(1,584)	(3,457)	1,873
Amounts reclassified from accumulated other comprehensive loss [1]	959	—	959
Balance at December 31, 2021	(12,866)	(5,753)	(7,113)
Other comprehensive income (loss)	(19,555)	(18,674)	(881)
Amounts reclassified from accumulated other comprehensive loss [1]	412	—	412
Balance at December 31, 2022	(32,009)	(24,427)	(7,582)
Other comprehensive income (loss)	6,951	7,823	(872)
Amounts reclassified from accumulated other comprehensive loss [1]	1,020	—	1,020
Balance at December 31, 2023	$ (24,038)	$ (16,604)	$ (7,434)

(1) The amounts reclassified from accumulated other comprehensive loss were included in other income (expense) in the consolidated statements of operations.

6. Goodwill, Intangible Assets and Impairment Charges

Goodwill

The following table summarizes changes in goodwill during the year ended December 31, 2023 (in thousands):

	Amount
Balance at beginning of year	$ 478,897
Effect of foreign exchange rate changes	5,610
Balance at end of year	$ 484,507

Goodwill by reportable segment as of December 31, 2023 was as follows (in thousands):

	Reportable Segment			
	Precision Medicine and Manufacturing	Medical Solutions	Robotics and Automation	Total
Goodwill	$ 211,380	$ 169,738	$ 254,618	$ 635,736
Accumulated impairment of goodwill	(102,461)	(31,722)	(17,046)	(151,229)
Total	$ 108,919	$ 138,016	$ 237,572	$ 484,507

Goodwill by reportable segment as of December 31, 2022 was as follows (in thousands):

	Reportable Segment			
	Precision Medicine and Manufacturing	Medical Solutions	Robotics and Automation	Total
Goodwill	$ 208,387	$ 167,891	$ 253,848	$ 630,126
Accumulated impairment of goodwill	(102,461)	(31,722)	(17,046)	(151,229)
Total	$ 105,926	$ 136,169	$ 236,802	$ 478,897

Intangible Assets

Intangible assets as of December 31, 2023 and 2022, respectively, are summarized as follows (dollar amounts in thousands):

	December 31, 2023			
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Weighted Average Remaining Life (Years)
Amortizable intangible assets:				
Patents and developed technologies	$ 187,092	$ (146,342)	$ 40,750	9.6
Customer relationships	225,183	(142,478)	82,705	14.4
Trademarks and trade names	23,628	(15,088)	8,540	9.5
Amortizable intangible assets	435,903	(303,908)	131,995	12.6
Non-amortizable intangible assets:				
Trade names	13,027	—	13,027	
Total	$ 448,930	$ (303,908)	$ 145,022	

	December 31, 2022			
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Weighted Average Remaining Life (Years)
Amortizable intangible assets:				
Patents and developed technologies	$ 184,589	$ (132,350)	$ 52,239	10.1
Customer relationships	222,173	(121,527)	100,646	15.0
Trademarks and trade names	23,311	(13,457)	9,854	10.0
Amortizable intangible assets	430,073	(267,334)	162,739	13.2
Non-amortizable intangible assets:				
Trade names	13,027	—	13,027	
Total	$ 443,100	$ (267,334)	$ 175,766	

All definite-lived intangible assets are amortized either on a straight-line basis or an economic benefit basis over their remaining estimated useful life. Amortization expense for patents and developed technologies is included in cost of revenue in the accompanying consolidated statements of operations. Amortization expense for customer relationships and definite-lived trademarks, trade names and other intangibles is included in operating expenses in the accompanying consolidated statements of operations. Amortization expense was as follows (in thousands):

	Year Ended December 31,		
	2023	2022	2021
Amortization expense – cost of revenue	$ 12,150	$ 13,270	$ 13,288
Amortization expense – operating expenses	20,445	26,338	16,577
Total amortization expense	$ 32,595	$ 39,608	$ 29,865

Estimated future amortization expense for each of the five succeeding years and thereafter is as follows (in thousands):

Year Ending December 31,	Cost of Revenue	Operating Expenses	Total
2024	$ 9,961	$ 17,297	$ 27,258
2025	8,428	14,632	23,060
2026	7,035	12,452	19,487
2027	4,266	10,041	14,307
2028	3,388	8,310	11,698
Thereafter	7,672	28,513	36,185
Total	$ 40,750	$ 91,245	$ 131,995

Impairment Charges

The Company did not have any goodwill or indefinite-lived intangible asset impairment charges during 2023, 2022, or 2021.

7. Fair Value Measurements

ASC 820, "Fair Value Measurement," establishes a fair value hierarchy based on three levels of inputs, of which the first two are considered observable and the third is considered unobservable:

Level 1: Quoted prices for identical assets or liabilities in active markets which the Company can access

Level 2: Observable inputs other than those described in Level 1

Level 3: Unobservable inputs

Current Assets and Liabilities

The Company's cash equivalents are highly liquid investments with original maturities of three months or less, which represent an asset the Company measures at fair value on a recurring basis. The Company determines the fair value of cash equivalents using a market approach based on quoted prices in active markets. The fair values of cash equivalents, accounts receivable, income taxes receivable, accounts payable, income taxes payable and accrued expenses and other current liabilities approximate their carrying values because of their short-term nature.

Foreign Currency Contracts

The Company addresses market risks from changes in foreign currency exchange rates through a risk management program that includes the use of derivative financial instruments to mitigate certain balance sheet foreign currency transaction exposures. The Company uses foreign currency forward contracts as a part of its strategy to manage exposures related to foreign currency denominated monetary assets and liabilities.

Contingent Considerations

On July 31, 2019, the Company acquired ARGES GmbH ("ARGES"). Under the purchase and sale agreement for the ARGES acquisition, the former owner of ARGES is eligible to receive contingent consideration based on the achievement of certain revenue targets by the Company from August 2019 through December 2026. The undiscounted range of possible contingent consideration is zero to €10.0 million ($11.1 million). If the revenue targets are achieved, the contingent consideration would be payable annually with the first payment due in the first quarter of 2021. The estimated fair value of the contingent consideration of €7.1 million ($7.9 million) was determined based on the Monte Carlo valuation method and was recorded as part of the purchase price as of the acquisition date. Subsequent changes in the estimated fair value of the contingent consideration liability are recorded in the consolidated statement of operations in restructuring, acquisition and related costs until the liability is fully settled. During 2020, the fair value of the contingent consideration was adjusted to €4.1 million ($5.1 million). The Company made the first installment payment of €0.4 million ($0.4 million) in March 2021 and adjusted the fair value of the contingent consideration to €3.3 million ($3.8 million) as of December 31, 2021. The Company made the second installment payment of €0.3 million ($0.4 million) in March 2022. Based on the revenue performance and revenue projections as of December 31, 2022, the fair value of the remaining

contingent consideration was adjusted to €0.4 million ($0.4 million). The Company made the third installment payment of €0.1 million ($0.1 million) in July 2023. Based on the revenue performance and revenue projections as of December 31, 2023, the Company did not make any further adjustments to the fair value of the remaining contingent consideration during the year ended December 31, 2023. The installment payments have been reported as cash outflows from financing activities in the consolidated statement of cash flows for the respective periods.

The following table summarizes the fair values of the Company's assets and liabilities measured at fair value on a recurring basis as of December 31, 2023 (in thousands):

	Fair Value	Quoted Price in Active Market for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Other Unobservable Inputs (Level 3)
Assets				
Cash equivalents	$ 1,392	$ 1,392	$ —	$ —
Prepaid expenses and other current assets:				
Foreign currency forward contracts	379	—	379	—
	$ 1,771	$ 1,392	$ 379	$ —
Liabilities				
Accrued expenses and other current liabilities:				
Contingent considerations - Current	$ 48	$ —	$ —	$ 48
Foreign currency forward contracts	312	—	312	—
Other liabilities:				
Contingent considerations - Long-term	311	—	—	311
	$ 671	$ —	$ 312	$ 359

The following table summarizes the fair values of the Company's assets and liabilities measured at fair value on a recurring basis as of December 31, 2022 (in thousands):

	Fair Value	Quoted Price in Active Market for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Other Unobservable Inputs (Level 3)
Assets				
Cash equivalents	$ 1,369	$ 1,369	$ —	$ —
Prepaid expenses and other current assets:				
Foreign currency forward contracts	391	—	391	—
	$ 1,760	$ 1,369	$ 391	$ —
Liabilities				
Accrued expenses and other current liabilities:				
Contingent considerations - Current	$ 124	$ —	$ —	$ 124
Foreign currency forward contracts	412	—	412	—
Other liabilities:				
Contingent considerations - Long-term	301	—	—	301
	$ 837	$ —	$ 412	$ 425

During the years ended December 31, 2023 and 2022, there were no transfers between fair value levels.

Changes in the fair value of Level 3 contingent considerations for the year ended December 31, 2023 were as follows (in thousands):

	Contingent Considerations
Balance at December 31, 2022	$ 425
Payments	(81)
Effect of foreign exchange rates	15
Balance at December 31, 2023	$ 359

See Note 11 for a discussion of the estimated fair value of the Company's outstanding debt and Note 14 for a discussion of the estimated fair value of the Company's pension plan assets.

8. Foreign Currency Contracts

The Company addresses market risks from changes in foreign currency exchange rates through a risk management program that includes the use of derivative financial instruments to mitigate certain foreign currency transaction exposures from future settlement of non-functional currency monetary assets and liabilities as of the end of a period. The Company does not enter into derivative transactions for speculative purposes. Gains and losses on derivative financial instruments substantially offset losses and gains on the underlying hedged exposures. Furthermore, the Company manages its exposure to counterparty risks on derivative instruments by entering into contracts with a diversified group of major financial institutions and by actively monitoring outstanding positions.

As of December 31, 2023, the notional amount and fair value of the Company's foreign currency forward contracts was $172.3 million and a net gain of $0.1 million, respectively. As of December 31, 2022, the notional amount and fair value of the Company's foreign currency forward contracts was $117.1 million and a net loss of less than $0.1 million, respectively.

For the years ended December 31, 2023, 2022 and 2021, the Company recognized aggregate net gain of $2.5 million, net loss of $(2.4) million, and net gain of $1.3 million, respectively, from the settlement of foreign currency forward contracts, which were included in foreign exchange transaction gains (losses) in the consolidated statements of operations.

9. Earnings per Common Share

Basic earnings per common share is computed by dividing net income by the weighted average number of common shares outstanding during the year.

For diluted earnings per common share, the denominator includes the dilutive effect of outstanding common share equivalents. The dilutive effects of outstanding common share equivalents, including outstanding restricted stock units, stock options and performance-based restricted stock units, are determined using the treasury stock method. Performance-based restricted stock units are considered contingently issuable shares, the vesting of which may be based on achievement of specified company performance conditions ("attainment-based PSUs"), certain market conditions ("market-based PSUs") or a hybrid of specified company performance conditions and market conditions ("hybrid PSUs"). The dilutive effects of market-based PSUs are included in the weighted average common share calculation based on the number of shares, if any, that would be issuable as of the end of the reporting period, assuming the end of the reporting period is also the end of the performance period. The dilutive effects of attainment-based and hybrid PSUs are included in the weighted average common share calculation based on the cumulative achievement against the performance targets only when the performance targets have been achieved as of the end of the reporting period.

The following table sets forth the computation of basic and diluted earnings per common share (in thousands, except per share amounts):

	Year Ended December 31,		
	2023	2022	2021
Numerators:			
Net income	$ 72,878	$ 74,051	$ 50,331
Denominators:			
Weighted average common shares outstanding— basic	35,844	35,652	35,396
Dilutive potential common shares	187	257	385
Weighted average common shares outstanding— diluted	36,031	35,909	35,781
Antidilutive potential common shares excluded from above	99	91	13
Earnings per Common Share:			
Basic	$ 2.03	$ 2.08	$ 1.42
Diluted	$ 2.02	$ 2.06	$ 1.41

For the year ended December 31, 2023, 104 thousand shares of attainment-based and hybrid PSUs were excluded from the calculation of the denominator because they were considered contingently issuable shares and the related performance targets had not been achieved as of December 31, 2023.

For the year ended December 31, 2022, 99 thousand shares of attainment-based PSUs were excluded from the calculation of the denominator because they were considered contingently issuable shares and the related performance targets had not been achieved of December 31, 2022.

For the year ended December 31, 2021, 82 thousand shares of attainment-based PSUs granted to certain members of the executive management team and 213 thousand shares of attainment-based restricted stock issued to Laser Quantum former non-controlling interest shareholders were excluded from the calculation of the denominator because they were considered contingently issuable shares and the related performance targets had not been achieved as of December 31, 2021.

10. Supplementary Balance Sheet Information

The following tables provide the details of selected balance sheet items as of the dates indicated (in thousands):

Inventories

	December 31,	
	2023	2022
Raw materials	$ 104,643	$ 118,292
Work-in-process	21,010	23,328
Finished goods	23,311	25,738
Demo and consigned inventory	407	639
Total inventories	$ 149,371	$ 167,997

Property, Plant and Equipment, Net

	December 31,	
	2023	2022
Cost:		
Land, buildings and improvements	$ 95,020	$ 86,026
Machinery and equipment	117,487	110,212
Total cost	212,507	196,238
Accumulated depreciation	(103,058)	(93,052)
Property, plant and equipment, net	$ 109,449	$ 103,186

The following table summarizes depreciation expense on property, plant and equipment, including demo units and assets under finance leases (in thousands):

	Year Ended December 31,		
	2023	2022	2021
Depreciation expense	$ 14,017	$ 13,550	$ 13,529

Accrued Expenses and Other Current Liabilities

The following table summarizes accrued expenses and other current liabilities as of the dates indicated (in thousands):

	December 31,	
	2023	2022
Accrued compensation and benefits	$ 32,703	$ 35,501
Finance lease obligations	718	668
Contract liabilities, current portion	5,553	8,128
Accrued warranty	5,292	5,127
Other	16,790	13,620
Total	$ 61,056	$ 63,044

Accrued Warranty

The following table summarizes changes in accrued warranty for the periods indicated (in thousands):

	Year Ended December 31,		
	2023	2022	2021
Balance at beginning of year	$ 5,127	$ 4,783	$ 4,919
Provision charged to cost of revenue	2,445	3,071	1,410
Warranty liabilities acquired from acquisitions	—	—	874
Use of provision	(2,338)	(2,615)	(2,326)
Foreign currency exchange rate changes	58	(112)	(94)
Balance at end of year	$ 5,292	$ 5,127	$ 4,783

Other Long-term Liabilities

The following table summarizes other long-term liabilities as of the dates indicated (in thousands):

	December 31,	
	2023	2022
Finance lease obligations	$ 3,934	$ 4,652
Accrued contingent considerations and earn-outs	311	301
Other	1,687	1,132
Total	$ 5,932	$ 6,085

11. Debt

Debt consisted of the following (in thousands):

	December 31,	
	2023	2022
Senior Credit Facilities – term loan	$ 4,994	$ 4,832
Less: unamortized debt issuance costs	(26)	(32)
Total current portion of long-term debt	4,968	4,800
Senior Credit Facilities – term loan	74,655	77,060
Senior Credit Facilities – revolving credit facility	278,404	358,413
Less: unamortized debt issuance costs	(3,655)	(4,811)
Total long-term debt	349,404	430,662
Total Senior Credit Facilities	$ 354,372	$ 435,462

Senior Credit Facilities

On December 31, 2019, the Company entered into an amended and restated credit agreement (the "Third Amended and Restated Credit Agreement") with existing lenders for an aggregate credit facility of $450.0 million, consisting of a $100.0 million U.S. dollar equivalent euro-denominated (approximately €90.2 million) 5-year term loan facility and a $350.0 million 5-year revolving credit facility (collectively, the "Senior Credit Facilities"). The Third Amended and Restated Credit Agreement had an original maturity date of December 31, 2024.

On March 27, 2020, the Company entered into an amendment (the "First Amendment") to the Third Amended and Restated Credit Agreement and exercised a portion of the uncommitted accordion option. The First Amendment increased the revolving credit facility commitment under the Third Amended and Restated Credit Agreement by $145.0 million, from $350.0 million to $495.0 million, and reset the uncommitted accordion option to $200.0 million for potential future expansion.

On October 5, 2021, the Company entered into an amendment (the "Fourth Amendment") to the Third Amended and Restated Credit Agreement to exercise the accordion option. The Fourth Amendment increased the revolving credit facility commitment under the Third Amended and Restated Credit Agreement by $200.0 million, from $495.0 million to $695.0 million, and reset the uncommitted accordion option to $200.0 million for potential future expansion.

On March 10, 2022, the Company entered into an amendment (the "Fifth Amendment") to the Third Amended and Restated Credit Agreement to extend the maturity date from December 31, 2024 to March 10, 2027, update the pricing grid, replace LIBOR with SOFR as the reference rate for U.S. dollar borrowings, and increase the uncommitted accordion option from $200.0 million to $350.0 million.

The borrowings outstanding under the Senior Credit Facilities bear interest at rates based on (a) the Base Rate, as defined in the Third Amended and Restated Credit Agreement, plus a margin ranging between 0.00% to 0.75% per annum, determined by reference to the Company's consolidated leverage ratio, or (b) the Term SOFR Screen Rate, the Alternative Currency Daily Rate or the Alternative Currency Term Rate, as defined in the Third Amended and Restated Credit Agreement, plus a margin ranging between 0.75% and 1.75% per annum, determined by reference to the Company's consolidated leverage ratio. In addition, the Company is obligated to pay a commitment fee on the unused portion of the revolving credit facility, ranging between 0.20% and 0.30% per annum, determined by reference to the Company's consolidated leverage ratio.

The Third Amended and Restated Credit Agreement contains various customary representations, warranties and covenants applicable to the Company and its subsidiaries, including, among others: (i) limitations on restricted payments, including dividend payments and stock repurchases, provided that the Company and its subsidiaries may repurchase their equity interests so long as, immediately after giving effect to the repurchase, the Company's consolidated leverage ratio is no more than 3.25:1.00, with a step up to 3.75:1.00 for four consecutive quarters following an acquisition with an aggregate consideration greater than or equal to $50.0 million, and the satisfaction of certain other customary conditions; (ii) limitations on fundamental changes involving the Company

and its subsidiaries; (iii) limitations on the disposition of assets; and (iv) limitations on indebtedness, investments, and liens. The Third Amended and Restated Credit Agreement also requires the Company to satisfy certain financial covenants, such as maintaining a minimum consolidated fixed charge coverage ratio of 1.50:1.00 and a maximum consolidated leverage ratio of 3.50:1.00. The maximum consolidated leverage ratio will increase to 4.00:1.00 for four consecutive quarters following an acquisition with an aggregate consideration greater than or equal to $50.0 million.

The outstanding principal balance under the term loan facility is payable in quarterly installments of €1.1 million that began in March 2020, with the remaining balance due upon maturity. The Company may make additional principal payments at any time, which will reduce the next quarterly installment payment due. Borrowings under the revolving credit facility may be repaid at any time through March 2027.

As of December 31, 2023, the outstanding principal under the Company's term loan facility is scheduled to be repaid as follows (in thousands):

	Principal Amount
2024	$ 4,994
2025	4,994
2026	4,994
2027	64,667
Total debt repayments	$ 79,649

The Company may be required to prepay outstanding loans under the Third Amended and Restated Credit Agreement with the net proceeds from certain asset dispositions and incurrence of certain debt. At the election of the Company, and so long as no default shall have occurred, the Company may reinvest all, or any portion, of the net proceeds from such asset dispositions or incurrence of debt within a year.

As of December 31, 2023, the Company had $416.6 million additional borrowing capacity available under the revolving credit facility. Excluding commitment fees under the revolving credit facility, the weighted average interest rate for the Senior Credit Facilities was approximately 6.16% as of December 31, 2023. The commitment fee rate for the unused commitments under the revolving credit facility was approximately 0.25% as of December 31, 2023.

Guarantees

The Senior Credit Facilities is guaranteed by Novanta Inc., Novanta Corporation, NDS Surgical Imaging LLC, Med X Change, LLC., Novanta Medical Technologies Corp., W.O.M. World of Medicine USA, Inc., Novanta Europe GmbH, Novanta U.K. Investments Holding Limited, Novanta Technologies U.K. Limited, ATI Industrial Automation, Inc., and ATI Industrial Mexico, LLC. (collectively, "Guarantors"). Each Guarantor, jointly and severally, unconditionally guarantees the due and punctual payment of the principal, interest and fees under the Senior Credit Facilities, when due and payable, whether at maturity, by required prepayment, by acceleration or otherwise. In addition, Guarantors guarantee the due and punctual payment, fees and interest on the overdue principal of the Senior Credit Facilities and the due and punctual performance of all obligations of the Company in accordance with the terms of the Third Amended and Restated Credit Agreement. Furthermore, each Guarantor, jointly and severally, unconditionally guarantees that in the event of any extension, renewal, amendment, refinancing or modification of any of the Senior Credit Facilities, amounts due will be promptly paid in full when due in accordance with the terms of the extension or renewal, at stated maturity, by acceleration or otherwise.

The obligations of each Guarantor are limited to the maximum amount, after giving effect to all other contingent and fixed liabilities or any collections from, or payments made by or on behalf of, any other Guarantor. Each Guarantor that makes a payment or distribution under a Guarantee is entitled to a contribution from each other Guarantor of its pro rata share based on the adjusted net assets of each Guarantor. If at any time any payment of any of the obligations of the Guarantors is rescinded or must otherwise be returned upon the insolvency, bankruptcy or reorganization of the Company, a Guarantor or otherwise, the Guarantees will continue to be effective or be reinstated, as the case may be, as though such payment had not been made.

Each Guarantor may be released from its obligations under its respective Guarantee and its obligations under the Third Amended and Restated Credit Agreement upon the occurrence of certain events, including, but not limited to: (i) the Guarantor ceasing to be a subsidiary; or (ii) payment in full of the principal and accrued and unpaid interest on the Senior Credit Facilities and all other obligations.

The maximum potential amount of future payments that the Guarantors could be required to make under the Guarantee is the principal amount of the Senior Credit Facilities plus all accrued and unpaid interest thereon. However, as of December 31, 2023, the Guarantors were not expected to be required to perform under the Guarantee.

Liens

The Company's obligations under the Senior Credit Facilities are secured, on a senior basis, by a lien on substantially all of the assets of Novanta Inc. The Third Amended and Restated Credit Agreement also contains customary events of default.

Deferred Financing Costs

In connection with the execution of the Fifth Amendment, the Company capitalized an additional $2.5 million of deferred financing costs and recorded a $0.6 million loss from the write-off of a portion of the unamortized deferred financing costs previously capitalized in connection with the Senior Credit Facilities. The Company allocated the deferred financing costs between the term loan and the revolving credit facility based on the maximum borrowing capacity and amortizes the costs on a straight-line basis over the term of the Senior Credit Facilities. Non-cash interest expense related to the amortization of the deferred financing costs was $1.2 million, $1.2 million and $1.2 million in 2023, 2022 and 2021, respectively. Unamortized deferred financing costs are presented as a reduction to the debt balances on the consolidated balance sheets.

Fair Value of Debt

As of December 31, 2023 and 2022, the outstanding balance of the Company's debt approximated its fair value based on current rates available to the Company for debt of the same maturities. The fair value of the Company's debt is classified as Level 2 under the fair value hierarchy.

12. Leases

Most leases held by the Company expire between 2024 and 2036. In the U.K., where longer lease terms are more common, the Company has a land lease that extends through 2078. Certain leases include terms such as one or more options to renew, with renewal terms that can extend the lease term from one to 10 years, and options to terminate the leases within one year. The exercise of lease renewal or termination option is at the Company's sole discretion; therefore, the majority of renewals to extend the lease terms are not included in the Company's right-of-use assets and operating lease liabilities as they are not reasonably certain of being exercised. The Company regularly evaluates the renewal options and includes the renewal periods in the lease term when they are reasonably certain of being exercised. The depreciable life of right-of-use assets and leasehold improvements is limited to the expected lease terms.

The following table summarizes the components of lease costs included in the statements of operations for the periods indicated (in thousands):

	Year Ended December 31,		
	2023	2022	2021
Operating lease cost	$ 10,475	$ 10,387	$ 8,533
Finance lease cost			
Amortization of right-of-use assets	602	602	602
Interest on lease liabilities	274	308	340
Variable lease cost	1,007	1,145	1,074
Total lease cost	$ 12,358	$ 12,442	$ 10,549

The following table provides the details of balance sheet information related to leases as of the dates indicated (in thousands, except lease term and discount rate):

	December 31,	
	2023	2022
Operating leases:		
Operating lease right-of-use assets	$ 38,302	$ 43,317
Current portion of operating lease liabilities	$ 8,189	$ 7,793
Operating lease liabilities	37,345	40,808
Total operating lease liabilities	$ 45,534	$ 48,601
Finance leases:		
Property, plant and equipment, gross	$ 9,582	$ 9,582
Accumulated depreciation	(6,272)	(5,670)
Finance lease assets included in property, plant and equipment, net	$ 3,310	$ 3,912
Accrued expenses and other current liabilities	$ 718	$ 668
Other liabilities	3,934	4,652
Total finance lease liabilities	$ 4,652	$ 5,320
Weighted-average remaining lease term (in years):		
Operating leases	7.6	8.2
Finance leases	5.5	6.5
Weighted-average discount rate:		
Operating leases	4.84%	4.64%
Finance leases	5.54%	5.54%

The following table provides the details of cash flow information related to leases for the periods indicated (in thousands):

	Year Ended December 31,		
	2023	2022	2021
Cash paid for amounts included in lease liabilities:			
Operating cash flows from finance leases	$ 274	$ 308	$ 340
Operating cash flows from operating leases	$ 7,826	$ 7,876	$ 7,818
Financing cash flows from finance leases	$ 657	$ 599	$ 9,310
Supplemental non-cash information:			
Right-of-use assets obtained in exchange for new operating lease liabilities	$ 4,046	$ 4,757	$ 22,574
Right-of-use assets obtained in exchange for new finance lease liabilities	$ -	$ -	$ -

During the year ended December 31, 2021, the Company paid $8.7 million upon the exercise of an option to purchase a building under a finance lease agreement in Germany. The cash payment has been presented as a cash outflow from financing activities in the consolidated statement of cash flows for the year ended December 31, 2021.

Future minimum lease payments under operating and finance leases expiring subsequent to December 31, 2023, including operating leases associated with facilities that have been vacated as a result of the Company's restructuring actions, are summarized as follows (in thousands):

Year Ending December 31,	Operating Leases	Finance Leases
2024	$ 9,671	$ 954
2025	9,647	954
2026	8,105	979
2027	7,135	1,003
2028	4,530	1,003
Thereafter	16,783	501
Total minimum lease payments	55,871	5,394
Less: interest	(10,337)	(742)
Present value of lease liabilities	$ 45,534	$ 4,652

13. Stockholders' Equity and Share-Based Compensation

Preferred Shares

In May 2021, the Company's shareholders approved a special resolution to amend the Company's articles to authorize up to 7.0 million preferred shares for future issuance. The Company's Board of Directors is authorized to designate and issue one or more series of preferred shares, fix the rights, preferences and designation, as deemed necessary or advisable, relating to the preferred shares, provided that no shares of any series may be entitled to more than one vote per share. As of December 31, 2023, no preferred shares had been issued and outstanding.

Common Shares

The Company has an unlimited number of no-par value common shares authorized for issuance. Holders of common shares are entitled to one vote per share. Holders of common shares are entitled to receive dividends, if and when declared by the Board of Directors, and to share ratably in the Company's assets legally available for distribution to shareholders in the event of liquidation. Holders of common shares have no redemption or conversion rights.

Common Share Repurchases

The Company's Board of Directors may approve share repurchase plans from time to time. Under these repurchase plans, shares may be repurchased at the Company's discretion based on ongoing assessment of the capital needs of the business, market prices of the Company's common shares, and general market conditions. Shares may also be repurchased through an accelerated share purchase agreement, on the open market or in privately negotiated transactions in accordance with applicable federal securities laws. Repurchases may be made under certain SEC regulations, which would permit common shares to be repurchased when the Company would otherwise be prohibited from doing so under insider trading laws. While the share repurchase plans are generally intended to offset dilution from equity awards granted to the Company's employees and directors, the plans do not obligate the Company to acquire any particular amount of common shares. No time limit is typically set for the completion of the share repurchase plans, and the plans may be suspended or discontinued at any time. The Company expects to fund share repurchases through cash on hand and cash generated from operations.

In October 2018, the Company's Board of Directors approved a share repurchase plan (the "2018 Repurchase Plan") authorizing the repurchase of $25.0 million worth of common shares. Share repurchases have been made under the 2018 Repurchase Plan pursuant to Rule 10b-18 under the Securities Exchange Act of 1934. During 2019, the Company repurchased 119 thousand shares for an aggregate purchase price of $10.0 million at an average price of $83.71 per share under the 2018 Repurchase Plan. During 2020, the Company repurchased 65 thousand shares for an aggregate purchase price of $5.5 million at an average price of $84.55 per share. During 2022, the Company completed the 2018 Repurchase Plan and repurchased 80 thousand shares for an aggregate purchase price of $9.5 million at an average price of $118.97 per share. From the inception of the 2018 Repurchase Plan, the Company repurchased a cumulative total of 264 thousand shares for an aggregate purchase price of $25.0 million at an average price of $94.57 per share.

In February 2020, the Company's Board of Directors approved a new share repurchase plan (the "2020 Repurchase Plan") authorizing the repurchase of an additional $50.0 million worth of common shares. During 2022, the Company repurchased 4 thousand shares for an aggregate purchase price of $0.5 million at an average price of $116.95 under the 2020 Repurchase Plan. No shares were repurchased during the year ended December 31, 2023. As of December 31, 2023, the Company had $49.5 million available for future share repurchases under the 2020 Repurchase Plan.

Amended and Restated 2010 Incentive Plan

In November 2010, the Company's shareholders approved the 2010 Incentive Award Plan under which the Company may grant share-based compensation awards to employees, consultants and directors. In May 2021, the Company's shareholders approved an amended and restated 2010 Incentive Award Plan (as amended, the "Amended and Restated 2010 Incentive Plan"). The maximum number of shares which can be issued pursuant to the Amended and Restated 2010 Incentive Plan is 6,148,613, subject to adjustment as set forth in the Amended and Restated 2010 Incentive Plan. The Amended and Restated 2010 Incentive Plan provides for the grant of incentive stock options, non-qualified stock options, restricted stock, restricted stock units, stock appreciation rights, deferred stock, deferred stock units, dividend equivalents, performance awards and stock payments (collectively referred to as "Awards"). The Amended and Restated 2010 Incentive Plan provides for specific limits on the number of shares with respect to Awards that may be granted to any one person during any calendar year and the amount of cash that can be paid with respect to Awards to any one person during any calendar year. The Amended and Restated 2010 Incentive Plan will expire and no further Awards may be granted after May 13, 2031. As of December 31, 2023, there were 1,900,581 shares available for future Awards under the Amended and Restated 2010 Incentive Plan.

Shares subject to Awards that have expired, forfeited or settled in cash, or repurchased by the Company at the same price paid by the awardee may be added back to the number of shares available for grant under the Amended and Restated 2010 Incentive Plan and may be granted as new Awards. Notwithstanding the foregoing, the following shares will not be added back to the number of shares available for grant: (a) shares that are used to pay the exercise price for an option, (b) shares tendered or withheld to pay taxes with respect to any Award (other than options and stock appreciation rights) to the extent they exceed the number of shares with a fair market value equal to the tax liability based on minimum withholding rates, (c) shares tendered or withheld to pay taxes with respect to options and stock appreciation rights, (d) shares subject to a stock appreciation right that are not issued in connection with the stock settlement of the stock appreciation right on exercise thereof, and (e) shares purchased on the open market with the cash proceeds from the exercise of options. Shares issued to satisfy Awards under the Amended and Restated 2010 Incentive Plan may be previously authorized but unissued shares, treasury shares or shares repurchased on the open market.

Share-Based Compensation Expense

The table below summarizes share-based compensation expense recorded in operating income (in thousands):

	Year Ended December 31,		
	2023	2022	2021
Selling, general and administrative	$ 21,963	$ 18,182	$ 17,255
Research and development and engineering	2,031	2,414	2,294
Cost of revenue	1,594	2,512	3,008
Restructuring and acquisition related costs	—	—	3,049
Total share-based compensation expense	$ 25,588	$ 23,108	$ 25,606

The expense recorded during each of the three years ended December 31, 2023, 2022 and 2021 included $1.2 million, $1.1 million and $1.1 million, respectively, related to restricted stock units ("RSUs") and deferred stock units ("DSUs") granted to the members of the Company's Board of Directors.

As of December 31, 2023, the Company's outstanding equity awards for which compensation expense will be recognized in the future consisted of time-based RSUs, performance stock units ("PSUs") and stock options granted under the Amended and Restated 2010 Incentive Plan. The Company expects to record an aggregate share-based compensation expense of $34.1 million, net of estimated forfeitures, over a weighted average period of 1.10 years subsequent to December 31, 2023, for all outstanding Awards as of December 31, 2023.

Restricted Stock Units and Deferred Stock Units

The Company's RSUs have generally been issued to employees with vesting periods ranging from zero to five years and vest based solely on service conditions. Accordingly, the Company recognizes compensation expense on a straight-line basis over the requisite service period. The Company reduces the compensation expense by an estimated forfeiture rate which is based on anticipated forfeitures and actual experience.

DSUs are granted to the members of the Company's Board of Directors. The compensation expense associated with the DSUs is recognized in full on the respective date of grant, as DSUs are fully vested and non-forfeitable upon grant. Outstanding DSUs are converted into common shares upon Board members' resignation or retirement from the Board. There were 41 thousand and 38 thousand DSUs outstanding as of December 31, 2023 and December 31, 2022, respectively, which were included in the calculation of weighted average basic shares outstanding for the respective period.

The table below summarizes activities during 2023 relating to restricted and deferred stock units issued and outstanding under the Amended and Restated 2010 Incentive Plan:

	Restricted and Deferred Stock Units (In thousands)	Weighted Average Grant Date Fair Value	Weighted Average Remaining Vesting Period (In years)	Aggregate Intrinsic Value [1] (In thousands)
Unvested at December 31, 2022	238	$ 128.26		
Granted	102	$ 156.43		
Vested	(109)	$ 122.72		
Forfeited	(25)	$ 139.97		
Unvested at December 31, 2023	206	$ 143.97	1.01 years	$ 34,714
Expected to vest as of December 31, 2023	190	$ 143.47	1.01 years	$ 31,919

(1) The aggregate intrinsic value is calculated based on the fair value of $168.41 per common share as of December 31, 2023 due to the fact that the restricted and deferred stock units carry a $0 purchase price.

The total fair value of restricted stock units and deferred stock units that vested in 2023, based on the market price of the underlying shares as of the date of vesting, was $16.9 million.

Performance Stock Units

The Company typically grants PSUs that are based on the Company's financial metrics, market conditions, or a hybrid of company financial metrics and market conditions. These PSUs generally cliff vest on the first day following the end of the specified performance period.

The number of common shares to be issued upon settlement following vesting of attainment-based PSUs is determined based on the Company's financial metrics over the specified performance period against the targets established by the Company's Board of Directors at the time of grant and will be in the range of zero to 200% of the target number of shares.

The number of common shares to be issued upon settlement following vesting of market-based PSUs is determined based on the relative market performance of the Company's common stock compared to the Russell 2000 Index over the specified performance period using a payout formula established by the Company's Board of Directors at the time of grant and will be in the range of zero to 200% of the target number of shares.

The number of common shares to be issued upon settlement following vesting of hybrid PSUs is determined based on the Company's financial metrics achieved over the specified performance period against the targets established by the Company's Board of Directors at the time of grant with a market condition multiplier and will be in the range of zero to 260% of the target number of shares.

The table below summarizes activities during 2023 relating to performance-based restricted stock units issued and outstanding under the Company's Amended and Restated 2010 Incentive Plan:

	Performance Stock Units [2] (In thousands)	Weighted Average Grant Date Fair Value	Weighted Average Remaining Vesting Period (In years)	Aggregate Intrinsic Value [3] (In thousands)
Unvested at December 31, 2022	216	$ 144.16		
Granted	57	$ 179.15		
Performance adjustments[1]	20	$ 122.24		
Vested	(70)	$ 116.56		
Forfeited	(18)	$ 169.63		
Unvested at December 31, 2023	205	$ 160.24	1.45 years	$ 34,541
Expected to vest as of December 31, 2023	236	$ 161.43	1.45 years	$ 39,690

(1) The amount shown represents performance adjustments related to the performance-based awards granted on February 20, 2020. These performance-based awards vested at a blended payout of 142% during the year ended December 31, 2023 based on the achievement of cumulative Non-GAAP EPS and applicable relative TSR performance conditions, respectively, over the performance period of fiscal years 2020 through 2022.

(2) The unvested PSUs are shown in this table at target. The number of shares vested reflects the number of shares earned and issued during the year. As of December 31, 2023, the maximum number of PSUs available to be earned was approximately 367 thousand.

(3) The aggregate intrinsic value is calculated based on the fair value of $168.41 per common share as of December 31, 2023 due to the fact that the performance stock units carry a $0 purchase price.

The total fair value of PSUs that vested in 2023, based on the market price of the underlying shares on the date of vesting, was $9.9 million.

The grant-date fair value of the hybrid PSUs granted during the year ended December 31, 2023 was estimated using the Monte-Carlo valuation model with the following assumptions:

	Year Ended December 31, 2023
Grant-date stock price	$ 156.72
Expected volatility	35.89%
Risk-free interest rate	4.44%
Expected annual dividend yield	—
Weighted average fair value	$ 181.45

Stock Options

In February 2023, the Company granted 48 thousand stock options to certain members of the executive management team to purchase common shares of the Company at an exercise price equal to the closing market price of the Company's common shares on the date of grant. The stock options vest ratably over a three-year period from the date of grant and expire on the seventh anniversary of the date of grant.

The following table shows stock options that were outstanding and exercisable as of December 31, 2023 and the related weighted average exercise price, weighted average remaining contractual term and aggregate intrinsic value:

	Stock Options (In thousands)	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (years)	Aggregate Intrinsic Value [1] (In thousands)
Outstanding as of December 31, 2022	84	$ 72.18		
Granted	48	$ 156.72		
Exercised	—	$ —		
Forfeited or expired	—	$ —		
Outstanding as of December 31, 2023	132	$ 102.86	4.55 years	$ 8,636
Exercisable as of December 31, 2023	57	$ 42.49	2.92 years	$ 7,209
Expected to vest as of December 31, 2023	75	$ 149.25	5.80 years	$ 1,428

(1) The aggregate intrinsic value is calculated as the difference between the closing market price of $168.41 per common share as of December 31, 2023 and the exercise price of the stock options.

The aggregate Black-Scholes fair value of $3.0 million for the stock options granted during 2023 was estimated using the following assumptions as of the grant date:

	Year Ended December 31, 2023
Expected option term in years	4.5
Expected volatility	40.7%
Risk-free interest rate	4.00%
Expected annual dividend yield	—

The expected option term was calculated using the simplified method permitted under Codification of Staff Accounting Bulletins Topic 14, “Share-Based Payment”. The expected volatility was determined based on the historical volatility of the Company’s common shares over the expected option term. Risk-free interest rate was based upon treasury instrument whose term was six months longer than the expected option term. The expected annual dividend yield is zero as the Company does not have plans to issue dividends.

14. Employee Benefit Plans

Defined Contribution Plans

The Company has defined contribution employee retirement savings plans in the U.S., the U.K. and Japan. The Company matches the contributions of participating employees on the basis of percentages specified in each plan. The Company’s matching contributions to the plans were $6.8 million, $5.9 million and $4.4 million for the years ended December 31, 2023, 2022 and 2021, respectively.

Defined Benefit Plan

The Company maintains a frozen defined benefit pension plan in the U.K. (the “U.K. Plan”). The U.K. Plan was closed to new membership in 1997 and stopped accruing additional pension benefits for existing members in 2003. Benefits under the U.K. Plan were based on the participants’ years of service and compensation as of the date the plan was frozen in 2003, adjusted for inflation. The Company continues to fund the plan in accordance with the pension regulations in the U.K.

The net periodic pension cost is included in other income (expense) in the consolidated statements of operations and consisted of the following components (in thousands):

	Year Ended December 31,		
	2023	2022	2021
Components of the net periodic pension cost:			
Interest cost	$ 1,185	$ 669	$ 554
Expected return on plan assets	(1,440)	(1,286)	(1,120)
Amortization of actuarial losses	990	380	928
Amortization of prior service cost	30	32	31
Net periodic pension cost	$ 765	$ (205)	$ 393

The actuarial assumptions used to compute the net periodic pension cost for the years ended December 31, 2023, 2022 and 2021, respectively, were as follows:

	Year Ended December 31,		
	2023	2022	2021
Weighted-average discount rate	4.8%	1.8%	1.2%
Weighted-average long-term rate of return on plan assets	5.3%	3.2%	2.5%

The actuarial assumptions used to compute the benefit obligations as of December 31, 2023 and 2022, respectively, were as follows:

	December 31,	
	2023	2022
Weighted-average discount rate	4.5%	4.8%
Rate of inflation	2.8%	2.7%

The discount rates used are derived from (AA) corporate bonds that have maturities approximating the terms of the pension obligations under the U.K. Plan. In estimating the expected return on plan assets, the Company considered the historical performance of the major asset classes held by the U.K. Plan and current forecasts of future rates of return for these asset classes.

The following table provides a reconciliation of benefit obligations and plan assets of the U.K. Plan (in thousands):

	December 31,	
	2023	2022
Change in benefit obligation:		
Projected benefit obligation at beginning of year	$ 24,597	$ 41,398
Interest cost	1,185	669
Actuarial (gains) losses [1]	445	(12,135)
Benefits paid	(1,257)	(1,191)
Prior service cost	—	—
Foreign currency exchange rate changes	1,289	(4,144)
Projected benefit obligation at end of year	$ 26,259	$ 24,597
Accumulated benefit obligation at end of year	$ 26,259	$ 24,597
Change in plan assets:		
Fair value of plan assets at beginning of year	$ 26,609	$ 44,187
Actual return on plan assets	1,575	(12,927)
Employer contributions	1,007	971
Benefits paid	(1,257)	(1,191)
Foreign currency exchange rate changes	1,417	(4,431)
Fair value of plan assets at end of year	$ 29,351	$ 26,609
Funded status at end of year	$ 3,092	$ 2,012
Amounts included in accumulated other comprehensive loss not yet recognized in net periodic pension cost:		
Net actuarial losses at beginning of year	$ (8,076)	$ (7,206)
Net actuarial gains (losses) during the year	(310)	(2,078)
Prior service cost arising during the year	-	-
Amounts reclassified from accumulated other comprehensive loss to income before income taxes	1,020	412
Foreign currency exchange rate changes	(406)	796
Net actuarial losses	$ (7,772)	$ (8,076)

[1] Actuarial (gains)/losses in the U.K. Plan for the years ended December 31, 2023 and 2022, respectively, primarily resulted from changes in the discount rate assumptions.

The funded status of the U.K. Plan was included in other long term assets on the accompanying consolidated balance sheet as of December 31, 2023 and December 31, 2022, respectively.

The following table reflects the total expected benefit payments to plan participants for each of the next five years and the following five years in aggregate and have been estimated based on the same assumptions used to measure the Company's benefit obligations as of December 31, 2023 (in thousands):

	Amount
2024	$ 1,363
2025	1,365
2026	1,568
2027	1,661
2028	1,723
2029-2033	9,436
Total	$ 17,116

In the U.K., defined benefit pension plan funding valuations are conducted every three years to determine the future level of contributions. Based on the results of the most recent valuation as of January 1, 2021, the Company is scheduled to make a required

funding contribution of approximately $0.3 million in 2024. Future annual funding contributions will be determined in the next statutory funding valuation to be completed in 2024.

Fair Value of Plan Assets

The trustee of the U.K. Plan has the fiduciary responsibilities to manage the plan assets in consultation with the Company. The overall objective is to invest plan assets in a portfolio of diversified assets, primarily through the use of institutional collective funds. The current approach is a balanced growth strategy that combines investments in growth assets (such as equities and credit) with investments in debt instruments that match a portion of the expected future benefit payments. This approach will gradually shift to a strategy that is progressively more focused on matching the benefit payments based on a series of de-risking triggers that are based on the funding level. As these triggers are hit, the assets will shift from growth assets into fixed income investments leading to an increasingly low risk approach.

The following table summarizes the fair values of Plan assets by asset category as of December 31, 2023 (in thousands):

Asset Category	Fair Value	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Other Unobservable Inputs (Level 3)	Not Subject to Leveling
Mutual Funds:					
Balanced [1]	$ 18,978	$ —	$ —	$ —	$ 18,978
Fixed income [2]	10,129	—	—	—	10,129
Cash	244	244	—	—	—
Total	$ 29,351	$ 244	$ —	$ —	$ 29,107

(1) This class comprises a diversified portfolio of global investments which seeks growth from equities and credit assets. It is allocated on a weighted average basis as follows: equities (11%), bonds (64%) and other assets (25%).

(2) This class comprises a diversified portfolio of global investments which seeks fixed income growth and is allocated on a weighted average basis as follows: bonds (95%) and other assets (5%).

The following table summarizes the fair values of Plan assets by asset category as of December 31, 2022 (in thousands):

Asset Category	Fair Value	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Other Unobservable Inputs (Level 3)	Not Subject to Leveling
Mutual Funds:					
Balanced [1]	$ 17,025	$ —	$ —	$ —	$ 17,025
Fixed income [2]	9,355	—	—	—	9,355
Cash	229	229	—	—	—
Total	$ 26,609	$ 229	$ —	$ —	$ 26,380

(1) This class comprises a diversified portfolio of global investments which is allocated on a weighted average basis as follows: equities (12%), bonds (67%), other assets (20%) and cash (1%).

(2) This class comprises a diversified portfolio of global investments which seeks fixed income growth and is allocated on a weighted average basis as follows: bonds (78%), other assets (13%) and cash (9%).

15. Income Taxes

Components of the Company's income (loss) before income taxes are as follows (in thousands):

	Year Ended December 31,		
	2023	2022	2021
Income (loss) before income taxes:			
Canada	$ (6,490)	$ (4,946)	$ (1,371)
U.S.	38,992	28,365	19,168
Other	51,246	63,740	38,375
Total	$ 83,748	$ 87,159	$ 56,172

Components of the Company's income tax provision (benefit) are as follows (in thousands):

	Year Ended December 31,		
	2023	2022	2021
Current			
Canada	$ 59	$ 65	$ 95
U.S.	14,424	17,205	205
Other	11,113	14,492	9,486
	25,596	31,762	9,786
Deferred			
Canada	—	—	493
U.S.	(12,224)	(15,370)	(2,133)
Other	(2,502)	(3,284)	(2,305)
	(14,726)	(18,654)	(3,945)
Total	$ 10,870	$ 13,108	$ 5,841

The Company is incorporated in Canada and therefore uses the Canadian statutory rate for income tax disclosure. The reconciliation of the statutory Canadian tax rate to the effective tax rate related to income before income taxes is as follows (in thousands, except percentage data):

	Year Ended December 31,		
	2023	2022	2021
Statutory Canadian tax rate	29.00%	29.00%	29.00%
Expected income tax provision at Canadian statutory tax rate	$ 24,287	$ 25,276	$ 16,291
International tax rate differences	(4,804)	(6,289)	(3,621)
U.S. state income taxes, net	860	3	(249)
Withholding and other taxes	300	789	429
Transaction costs and permanent differences	423	140	1,169
Disallowed compensation	2,571	2,138	1,111
Foreign-derived intangible income	(4,500)	(4,467)	(1,211)
Tax credits	(3,602)	(2,256)	(1,408)
Statutory tax rate changes	165	—	489
Uncertain tax positions	90	(168)	(472)
Change in valuation allowance	2,068	2,048	918
Acquisition contingent consideration adjustments	—	(698)	87
Provision to return differences	(1,056)	(19)	33
Windfall benefit from share-based compensation	(1,685)	(254)	(5,131)
U.K. patent box	(4,247)	(3,135)	(2,594)
Reported income tax provision	$ 10,870	$ 13,108	$ 5,841
Effective tax rate	13.0%	15.0%	10.4%

Deferred income taxes result principally from temporary differences in the recognition of certain revenue and expense items and operating loss and tax credit carryforwards for financial and tax reporting purposes. Significant components of the Company's deferred tax assets and liabilities as of December 31, 2023 and 2022 are as follows (in thousands):

	December 31,	
	2023	2022
Deferred tax assets:		
Losses	$ 11,274	$ 9,954
Operating lease liabilities	10,194	11,117
Compensation related deductions	8,457	9,010
Inventories	12,497	9,368
Tax credits	3,222	2,624
Capitalized R&D	25,238	13,623
Warranty	964	836
Other	724	284
Total deferred tax assets	72,570	56,816
Valuation allowance on deferred tax assets	(16,674)	(14,568)
Net deferred tax assets	$ 55,896	$ 42,248
Deferred tax liabilities:		
Depreciation	$ (5,389)	$ (4,049)
Amortization	(24,436)	(26,746)
Operating lease right-of-use assets	(9,198)	(10,477)
Deferred revenue	(5,316)	$ (3,057)
Total deferred tax liabilities	$ (44,339)	$ (44,329)
Net deferred tax assets (liabilities)	$ 11,557	$ (2,081)

In determining its income tax provisions, the Company calculated deferred tax assets and liabilities for each separate jurisdiction. The Company then considered a number of factors, including positive and negative evidence related to the realization of its deferred tax assets, to determine whether a valuation allowance should be recognized with respect to its deferred tax assets.

The Company began to capitalize research and development ("R&D") expenditures in 2022 in accordance with the Tax Cuts and Jobs Act of 2017 ("TCJA") which requires that R&D expenditures be capitalized and amortized for income tax purposes over five years for domestic research and fifteen years for foreign research, rather than being deducted as incurred. This has the effect of increasing the Company's cash taxes and deferred tax assets. In 2023 the Company's deferred tax assets related to capitalized R&D expenditures increased $11.6 million, which also creates an effective tax rate benefit of 2.4% by increasing the Company's Foreign Derived Intangible Income deduction.

In 2023, the Company recorded an additional $2.1 million valuation allowance. In 2022, the Company recorded an additional $2.0 million valuation allowance. In 2021, the Company recorded an additional $0.9 million valuation allowance.

As of December 31, 2023, the Company had valuation allowances on Canada net Operating and capital loss carryforwards, U.K. capital loss carryforwards, certain U.S. state net operating losses, and state and foreign tax credits that the Company has determined that it is not more likely than not that they will be realized. In conjunction with the Company's ongoing review of its actual results and anticipated future earnings, the Company continuously reassesses the possibility of releasing the valuation allowance currently in place on its deferred tax assets.

As of December 31, 2023, the Company had net operating loss carryforwards of $5.7 million (tax effected). Of this amount, approximately $5.2 million relates to Canada and begins to expire starting in 2033 and had a full valuation allowance. The remaining $0.5 million relates to various U.S. jurisdictions, which will begin to expire in 2024 through 2043. In addition, the Company had capital loss carryforwards of $5.6 million, which can be carried forward indefinitely and had a full valuation allowance. Of this amount, approximately $4.9 million related to Canada and the remaining $0.7 million relates to the U.K, respectively.

As of December 31, 2022, the Company had net operating loss carryforwards of $4.4 million (tax effected). Of this amount, approximately $3.9 million relates to Canada and begins to expire starting in 2033 and had a full valuation allowance. The

remainder $0.5 million relates to various U.S. and other foreign jurisdictions, of which $0.1 million can be carried forward indefinitely and the remaining $0.4 million will begin to expire in 2023 through 2036. In addition, the Company had capital loss carryforwards of $5.6 million, which can be carried forward indefinitely and had a full valuation allowance. Of this amount, approximately $4.9 million related to Canada and the remaining $0.7 million related to U.K.

As of December 31, 2023, the Company had tax credit carryforwards of approximately $3.7 million. Approximately $3.0 million relates to the U.S. and other immaterial foreign jurisdictions that will expire through 2039, and $0.7 million tax credit carryforwards relate to Canada that can be carried forward indefinitely. The Company had a $2.9 million valuation allowance on the tax credit carryforwards.

As of December 31, 2022, the Company had tax credit carryforwards of approximately $3.0 million. Approximately $2.3 million relates to the U.S. and other immaterial foreign jurisdictions that will expire through 2038 and $0.7 million tax credit carryforwards relates to Canada that can be carried forward indefinitely. The Company had a $2.5 million valuation allowance on the tax credit carryforwards.

Income and foreign withholding taxes have not been recognized on the excess of the amount for financial reporting purposes over the tax basis of investments in foreign subsidiaries that are essentially permanent in nature. This amount becomes taxable upon a repatriation of assets from a subsidiary or a sale or liquidation of a subsidiary. The amount of undistributed earnings of foreign subsidiaries totaled $405.8 million as of December 31, 2023. The estimated unrecognized income tax and foreign withholding tax liability on these undistributed earnings is approximately $5.5 million.

As of December 31, 2023, the Company's total amount of unrecognized tax benefits was $4.3 million, of which $3.8 million would favorably affect the effective tax rate if benefited. Over the next twelve months, the Company may need to reverse up to $0.3 million of previously recorded unrecognized tax benefits due to statute of limitations closures. The Company believes there are no jurisdictions in which the outcome of unresolved issues or claims is likely to be material to its consolidated results of operations, financial position or cash flows. Furthermore, the Company believes that it has adequately provided for all significant income tax uncertainties.

The reconciliation of the total amounts of unrecognized tax benefits is as follows (in thousands):

Balance at December 31, 2020	$	5,258
Additions based on tax positions related to the current year		1,162
Additions for tax positions of prior years		9
Reductions to tax positions of prior years		(41)
Reductions to tax positions resulting from a lapse of the applicable statute of limitations		(1,591)
Settlements with tax authorities		—
Balance at December 31, 2021		4,797
Additions based on tax positions related to the current year		553
Additions for tax positions of prior years		34
Reductions to tax positions of prior years		(563)
Reductions to tax positions resulting from a lapse of the applicable statute of limitations		(572)
Settlements with tax authorities		—
Balance at December 31, 2022		4,249
Additions based on tax positions related to the current year		561
Additions for tax positions of prior years		47
Reductions to tax positions of prior years		(22)
Reductions to tax positions resulting from a lapse of the applicable statute of limitations		(492)
Settlements with tax authorities		—
Balance at December 31, 2023	$	4,343

The Company recognizes interest and penalties related to uncertain tax positions in income tax provision. As of December 31, 2023 and 2022, the Company had approximately $0.7 million and $0.7 million, respectively, of accrued interest and penalties related to uncertain tax positions. During the years ended December 31, 2023, 2022 and 2021, the Company recognized less than $0.1 million, $0.1 million and ($0.1) million, respectively, of expense for an increase in interest and penalties related to uncertain tax positions.

The Company files income tax returns in Canada, the U.S., and various foreign jurisdictions. Generally, the Company is no longer subject to U.S. or foreign income tax examinations, including transfer pricing tax audits, by tax authorities for the years before 2013.

The Company's income tax returns may be reviewed by tax authorities in the following countries for the following periods under the appropriate statute of limitations:

United States	2019 - Present
Canada	2017 - Present
United Kingdom	2021 - Present
Germany	2017 - Present
Czech Republic	2021 - Present
China	2013 - Present
Japan	2018 - Present

16. Restructuring and Acquisition Related Costs

The following table summarizes restructuring and acquisition related costs recorded in the accompanying consolidated statements of operations (in thousands):

	Year Ended December 31,		
	2023	2022	2021
2022 restructuring	$ 8,961	$ 1,414	$ —
2020 restructuring	2,853	2,994	8,133
2019 restructuring	—	—	208
Total restructuring related charges	$ 11,814	$ 4,408	$ 8,341
Acquisition and related charges	$ 1,000	$ (24)	$ 9,679
Total restructuring, acquisition and related costs	$ 12,814	$ 4,384	$ 18,020

2022 Restructuring

As a result of the Company's ongoing evaluations and efforts to reduce its operating costs, while improving efficiency and effectiveness, the Company initiated the 2022 restructuring program in the third quarter of 2022. This program was focused on reducing operating complexity in the Company, including reducing infrastructure costs and streamlining the Company's operating model to better serve its customers. In addition, the program was focused on cost reduction actions to improve gross margins for the overall company. During the year ended December 31, 2023, the Company recorded $9.0 million in severance, facilities related costs, and other costs in connection with the 2022 restructuring program. As of December 31, 2023, the Company had incurred cumulative costs related to this restructuring program totaling $10.4 million. The 2022 restructuring program was completed in the fourth quarter of 2023.

The following table summarizes restructuring costs associated with the 2022 restructuring program by reportable segment (in thousands):

	Year Ended December 31,		Cumulative Costs as of
	2023	2022	December 31, 2023
Precision Medicine and Manufacturing	$ 1,899	$ 1,162	$ 3,061
Medical Solutions	1,188	56	1,244
Robotics and Automation	5,043	196	5,239
Unallocated Corporate and Shared Services	831	—	831
Total	$ 8,961	$ 1,414	$ 10,375

2020 Restructuring

As a result of the Company's ongoing evaluations and efforts to reduce its operating costs, while improving efficiency and effectiveness, the Company initiated the 2020 restructuring program in the third quarter of 2020. This program was focused on reducing operating complexity in the Company, including reducing infrastructure costs and streamlining the Company's operating model to better serve its customers. In addition, the program was focused on cost reduction actions to improve gross margins for the overall company. During the year ended December 31, 2023, the Company recorded $2.9 million in severance, facilities related costs, and other costs in connection with the 2020 restructuring program. As of December 31, 2023, the Company had recorded an aggregate $16.7 million in severance, facilities related costs, and other costs in connection with the 2020 restructuring program. The 2020 restructuring program was completed in the fourth quarter of 2023.

The following table summarizes restructuring costs associated with the 2020 restructuring program by reportable segment (in thousands):

	Year Ended December 31,			Cumulative Costs as of
	2023	2022	2021	December 31, 2023
Precision Medicine and Manufacturing	$ 2,220	$ 2,537	$ 3,085	$ 8,582
Medical Solutions	—	217	813	2,360
Robotics and Automation	633	238	4,206	5,601
Unallocated Corporate and Shared Services	—	2	29	173
Total	$ 2,853	$ 2,994	$ 8,133	$ 16,716

Roll-forward of Accrued Expenses Related to Restructuring

The following table summarizes the accrual activities, by component, related to the Company's restructuring charges recorded in the accompanying consolidated balance sheets (in thousands):

	Total	Employee Related	Facility Related	Other
Balance at December 31, 2021	$ 2,686	$ 2,107	$ 550	$ 29
Restructuring charges	4,408	2,029	1,995	384
Cash payments	(3,486)	(2,198)	(931)	(357)
Non-cash write-offs and other adjustments	(1,198)	(36)	(1,162)	—
Balance at December 31, 2022	2,410	1,902	452	56
Restructuring charges	11,814	5,832	4,452	1,530
Cash payments	(8,867)	(6,675)	(1,379)	(813)
Non-cash write-offs and other adjustments [1]	(2,507)	(21)	(1,845)	(641)
Balance at December 31, 2023	$ 2,850	$ 1,038	$ 1,680	$ 132

(1) Non-cash write-offs and other adjustments included impairment of assets amounting to $2.5 million.

Acquisition and Related Charges

Acquisition and related costs incurred in connection with business combinations, primarily including finders' fees, legal, valuation and other professional or consulting fees, totaled $1.0 million, $1.4 million, and $5.9 million during 2023, 2022, and 2021, respectively. The Company incurred legal costs of $1.9 million during 2021 related to a dispute involving a company that was acquired in 2019. Acquisition related costs/(income) recognized under earn-out agreements in connection with acquisitions totaled zero, $(1.4) million, and $1.9 million during 2023, 2022, and 2021, respectively. The acquisition related costs of $1.0 million for 2023 was reported in Unallocated Corporate and Shared Services reportable segment.

17. Commitments and Contingencies

Purchase Commitments

As of December 31, 2023, the Company had purchase commitments primarily for inventory purchases of $127.5 million. These purchase commitments are expected to be incurred as follows: $119.7 million in 2024, $6.9 million in 2025 and $0.9 million in 2026.

Business Interruption Insurance Recoveries

The Company made an insurance claim to recover lost margin and additional costs incurred in connection with a fire at a key supplier that caused business interruption in the second half of 2022. During the year ended December 31, 2023, the Company received insurance recovery payments of $5.0 million, which have been recorded as a reduction to cost of revenue. The insurance claim was fully settled on September 29, 2023.

Legal Proceedings

The Company is subject to various other legal proceedings and claims that arise in the ordinary course of business. The Company reviews the status of each significant matter and assesses the potential financial exposure on a quarterly basis. If the potential loss from any claim or legal proceeding is considered probable and the amount can be reasonably estimated, the Company accrues a liability for the estimated loss. Significant judgment is required in both the determination of probability and the determination as to whether an exposure is reasonably estimable. Because of uncertainties related to these matters, accruals are based only on the best information available as of the date of the consolidated balance sheet. As additional information becomes available, the Company reassesses the potential liability related to any pending claims and litigation and may revise its estimates. The Company does not believe that the outcome of these claims will have a material adverse effect on its consolidated financial statements but there can be no assurance that any such claims, or any similar claims, would not have a material adverse effect on its consolidated financial statements.

Guarantees and Indemnifications

In the normal course of its operations, the Company executes agreements that provide for indemnification and guarantees to counterparties in transactions such as business dispositions, sale of assets, sale of products and operating leases. Additionally, the by-laws of the Company require it to indemnify certain current or former directors, officers, and employees of the Company against expenses incurred by them in connection with each proceeding in which they are involved as a result of serving or having served in certain capacities. Indemnification is not available with respect to a proceeding as to which it has been adjudicated that the person did not act in good faith in the reasonable belief that the action was in the best interests of the Company. Certain of the Company's officers and directors are also a party to indemnification agreements with the Company. These indemnification agreements provide, among other things, that the director and officer shall be indemnified to the fullest extent permitted by applicable law against all expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by such officer or director in connection with any proceeding by reason of their relationship with the Company. In addition, the indemnification agreements provide for the advancement of expenses incurred by such director or officer in connection with any proceeding covered by the indemnification agreement, subject to the conditions set forth therein and to the extent such advancement is not prohibited by law. The indemnification agreements also set out the procedures for determining entitlement to indemnification, the requirements relating to notice and defense of claims for which indemnification is sought, the procedures for enforcement of indemnification rights, the limitations on and exclusions from indemnification, and the minimum levels of directors' and officers' liability insurance to be maintained by the Company.

On July 1, 2013, the Company provided a Guarantee (the "Guarantee") in favor of the trustees of the U.K. Plan with respect to all present and future obligations and liabilities, whether actual or contingent and whether owed jointly or severally and in any capacity whatsoever, of Novanta Technologies U.K. Limited, a wholly owned subsidiary of Novanta Inc.

Credit Risks and Other Uncertainties

The Company maintains financial instruments such as cash and cash equivalents and trade receivables. From time to time, certain of these instruments may subject the Company to concentrations of credit risk whereby one institution may hold a significant portion of the cash and cash equivalents, or one customer may represent a large portion of the accounts receivable balances.

As of December 31, 2023, one customer represented approximately 10% of the Company's outstanding accounts receivable balance. There was no significant concentration of credit risk related to the Company's position in trade accounts receivable as of December 31, 2022. Credit risk with respect to trade accounts receivable is generally minimized because of the diversification of the Company's operations, as well as its large customer base and its geographic dispersion.

Certain components and materials included in the Company's products are currently purchased from single source suppliers. There can be no assurance that a disruption of the supply of such components and materials would not create substantial manufacturing delays and additional cost to the Company.

The Company's operations involve a number of other risks and uncertainties including, but not limited to, the effects of general economic conditions, rapidly changing technologies, and international operations.

18. Segment Information

Reportable Segments

The Company's Chief Operating Decision Maker ("CODM") is the Chief Executive Officer. The CODM utilizes financial information to make decisions about allocating resources and assessing performance for the entire Company. The Company evaluates the performance of, and allocates resources to, its segments based on revenue, gross profit and operating profit. The Company's reportable segments have been identified based on commonality and adjacency of technologies, applications and customers amongst the Company's individual product lines. The Company determined that disclosing revenue by specific product was impracticable due to the highly customized and extensive portfolio of technologies offered to customers.

Based upon the information provided to the CODM, the Company has determined it operates in three reportable segments: Precision Medicine and Manufacturing, Medical Solutions, and Robotics and Automation. The reportable segments and their principal activities are summarized below:

Precision Medicine and Manufacturing

The Precision Medicine and Manufacturing segment designs, manufactures and markets photonics-based solutions, including laser scanning, laser beam delivery, CO2 laser, solid state laser, ultrafast laser, and optical light engine products to customers worldwide. The segment serves highly demanding photonics-based applications for advanced industrial processes, metrology, medical and life science imaging, DNA sequencing, and medical laser procedures, particularly ophthalmology applications. The vast majority of the segment's product offerings are sold to OEM customers. The segment sells these products both directly, utilizing a highly technical sales force, and indirectly, through resellers and distributors.

Medical Solutions

The Medical Solutions segment designs, manufactures and markets a range of medical grade technologies, including medical insufflators, pumps and related disposables; visualization solutions; wireless technologies, video recorder and video integration technologies for operating room integrations; optical data collection and machine vision technologies; radio frequency identification technologies; thermal chart recorders; spectrometry technologies; and embedded touch screen solutions. The vast majority of the segment's product offerings are sold to OEM customers. The segment sells these products both directly, utilizing a highly technical sales force, and indirectly, through resellers and distributors.

Robotics and Automation

The Robotics and Automation segment designs, manufactures and markets optical and inductive encoders, precision motors, servo drives and motion control solutions, integrated stepper motors, intelligent robotic end-of-arm technology solutions, air bearings, and air bearing spindles to customers worldwide. The vast majority of the segment's product offerings are sold to OEM customers. The segment sells these products both directly, utilizing a highly technical sales force, and indirectly, through resellers and distributors.

Reportable Segment Financial Information

Revenue, gross profit, operating income (loss), depreciation and amortization expenses, accounts receivable and inventories by reportable segments were as follows (in thousands):

	Year Ended December 31,		
	2023	2022	2021
Revenue			
Precision Medicine and Manufacturing	$ 282,971	$ 274,674	$ 232,459
Medical Solutions	325,221	277,992	262,060
Robotics and Automation	273,470	308,237	212,274
Total	$ 881,662	$ 860,903	$ 706,793

	Year Ended December 31,		
	2023	2022	2021
Gross Profit			
Precision Medicine and Manufacturing	$ 139,060	$ 129,173	$ 107,993
Medical Solutions	135,640	108,713	100,890
Robotics and Automation	130,885	146,150	99,345
Unallocated Corporate and Shared Services	(5,688)	(5,564)	(7,900)
Total	$ 399,897	$ 378,472	$ 300,328

	Year Ended December 31,		
	2023	2022	2021
Operating Income (Loss)			
Precision Medicine and Manufacturing	$ 69,283	$ 63,760	$ 46,792
Medical Solutions	41,883	28,244	17,694
Robotics and Automation	48,373	60,294	52,676
Unallocated Corporate and Shared Services	(49,043)	(49,219)	(53,108)
Total	$ 110,496	$ 103,079	$ 64,054

	Year Ended December 31,		
	2023	2022	2021
Depreciation and Amortization Expenses			
Precision Medicine and Manufacturing	$ 10,285	$ 10,999	$ 11,600
Medical Solutions	15,941	17,402	20,812
Robotics and Automation	19,032	24,358	10,728
Unallocated Corporate and Shared Services	1,354	399	254
Total	$ 46,612	$ 53,158	$ 43,394

	December 31,	
	2023	2022
Accounts Receivable		
Precision Medicine and Manufacturing	$ 40,562	$ 42,541
Medical Solutions	60,894	53,610
Robotics and Automation	37,954	41,546
Total accounts receivable	$ 139,410	$ 137,697
Inventories		
Precision Medicine and Manufacturing	$ 58,492	$ 58,630
Medical Solutions	38,440	47,511
Robotics and Automation	52,439	61,856
Total inventories	$ 149,371	$ 167,997
Total segment assets	$ 288,781	$ 305,694

	December 31,	
	2023	2022
Total Assets		
Total segment assets	$ 288,781	$ 305,694
Cash and cash equivalents	105,051	100,105
Prepaid income taxes and income taxes receivable	8,105	1,508
Prepaid expenses and other current assets	13,360	13,212
Property, plant and equipment, net	109,449	103,186
Operating lease assets	38,302	43,317
Deferred tax assets	27,862	15,113
Other assets	5,617	4,414
Intangible assets, net	145,022	175,766
Goodwill	484,507	478,897
Total	$ 1,226,056	$ 1,241,212

Geographic Information

The Company aggregates geographic revenue based on the customer location where products are shipped. Revenue from these customers is summarized as follows (in thousands, except percentage data):

	Year Ended December 31,					
	2023		2022		2021	
	Revenue	% of Total	Revenue	% of Total	Revenue	% of Total
United States	$ 418,265	47.4%	$ 372,345	43.3%	$ 270,833	38.4%
Germany	128,229	14.5	133,728	15.5	101,865	14.4
Rest of Europe	137,027	15.6	137,803	16.0	138,863	19.6
China	73,444	8.3	97,178	11.3	95,045	13.4
Rest of Asia-Pacific	105,350	12.0	101,596	11.8	89,198	12.6
Other	19,347	2.2	18,253	2.1	10,989	1.6
Total	$ 881,662	100.0%	$ 860,903	100.0%	$ 706,793	100.0%

Long-lived assets consist of property, plant and equipment, net, and are aggregated based on the location of the assets. A summary of these long-lived assets is as follows (in thousands):

	December 31,	
	2023	2022
United States	$ 23,899	$ 27,488
Germany	35,318	36,545
U.K.	28,734	18,457
Czech Republic	14,100	13,779
China	7,114	6,518
Rest of World	284	399
Total	$ 109,449	$ 103,186

Revenue by End Market

The Company primarily operates in two end markets: the medical market and the advanced industrial market. Revenue by end market was approximately as follows:

	Year Ended December 31,		
	2023	2022	2021
Medical	54%	49%	52%
Advanced Industrial	46%	51%	48%
Total	100%	100%	100%

The majority of the revenue from the Precision Medicine and Manufacturing and Robotics and Automation segments is generated from sales to customers in the advanced industrial market. The majority of the revenue from the Medical Solutions segment is generated from sales to customers in the medical market.

Significant Customers

During the year ended December 31, 2023, an OEM customer primarily from the Medical Solution segment accounted for approximately 10% of the Company's consolidated revenue. No customer accounted for greater than 10% of the Company's consolidated revenue during the years ended December 31, 2022 or 2021, respectively.

19. Subsequent Event

On January 2, 2024, the Company completed the acquisition of Motion Solutions Parent Corp. (“Motion Solutions”), an Irvine, California-based provider of highly engineered integrated solutions, specializing in proprietary precision motion and advanced motion control solutions, for a total purchase price of $192.2 million in cash, subject to customary closing and net working capital adjustments. The acquisition was financed with borrowings under the Company's revolving credit facility. Motion Solutions acquisition will be included in the Medical Solutions reportable segment. Information required by ASC 805-10, “Business Combinations,” is not disclosed herein as the Company is in the process of completing its purchase accounting evaluation, including purchase price allocation and other related disclosures.

Item 9. ***Changes in and Disagreements with Accountants on Accounting and Financial Disclosure***

None.

Item 9A. ***Controls and Procedures***

The required certifications of our Chief Executive Officer and Chief Financial Officer are included in Exhibits 31.1 and 31.2 to this Annual Report on Form 10-K. The disclosures set forth in this Item 9A contain information concerning the evaluation of our disclosure controls and procedures, management's report on internal control over financial reporting and changes in internal control over financial reporting referred to in those certifications. Those certifications should be read in conjunction with this Item 9A for a more complete understanding of the matters covered by the certifications.

Evaluation of Disclosure Controls and Procedures as of December 31, 2023

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, conducted an evaluation of our disclosure controls and procedures, as such term is defined under Rule 13a-15(e) promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), as of December 31, 2023. Based on this evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of December 31, 2023.

Changes in Internal Control Over Financial Reporting

There has been no change to our internal control over financial reporting during the fiscal quarter ended December 31, 2023 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Management's Annual Report on Internal Control Over Financial Reporting

Management is responsible for establishing and maintaining adequate internal control over financial reporting, as defined in Rules 13a-15(f) under the Exchange Act. Internal control over financial reporting is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external reporting purposes in accordance with generally accepted accounting principles. Internal control over financial reporting includes those policies and procedures that:

- pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect our transactions and dispositions of our assets;
- provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that our receipts and expenditures are being made only in accordance with authorizations of our management and directors; and
- provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of our assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions and that the degree of compliance with the policies or procedures may deteriorate.

Our management assessed the effectiveness of our internal control over financial reporting as of December 31, 2023. In making their assessment, our management utilized the criteria set forth in *Internal Control—Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"). Based on our evaluation under the framework in *Internal Control—Integrated Framework* (2013*)*, issued by COSO, our management concluded that our internal control over financial reporting was effective as of December 31, 2023.

The effectiveness of our internal control over financial reporting as of December 31, 2023 has been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm, as stated in their report which is contained in Item 8 of this Annual Report on Form 10-K.

Item 9B. ***Other Information***

Rule 10b5-1 Trading Plans

No officers or directors adopted, modified, and/or terminated a "Rule 10b5-1 trading agreement" or a "non-Rule 10b5-1 trading agreement," as defined in Item 408 of Regulation S-K, during the three months ended December 31, 2023.

Item 9C. ***Disclosure Regarding Foreign Jurisdictions that Prevent Inspections***

Not applicable.

PART III

Certain information required by Part III is omitted from this Annual Report on Form 10-K and is incorporated herein by reference to the Company's Definitive Proxy Statement for the 2024 Annual Meeting of Shareholders to be filed with the Securities and Exchange Commission.

Item 10. ***Directors, Executive Officers and Corporate Governance***

All of the Company's directors, officers and employees must act in accordance with the Code of Ethics and Business Conduct, which has been adopted by the Company's Board of Directors. A copy of the Code of Ethics and Business Conduct is available on the Company's website at *https://www.novanta.com* in the "About Us" section. (This website address is not intended to function as a hyperlink, and the information contained in our website is not intended to be a part of this filing). The Company intends to satisfy the disclosure requirement under Nasdaq rules regarding waivers or under Item 5.05 of Form 8-K regarding disclosure of an amendment to, or waiver from, a provision of this Code of Ethics and Business Conduct, including with respect to its principal executive officer, principal financial officer, principal accounting officer or controller, or persons performing similar functions, by posting such information on the Company's website at *https://www.novanta.com* in the "About Us" section, unless a Form 8-K is otherwise required by law or applicable listing rules.

The following table sets forth information with respect to the Company's directors and executive officers as of February 28, 2024:

Name	Age	Position with Novanta	Principal Employment
Executive Officers			
Matthijs Glastra	55	Chair of the Board and Chief Executive Officer of Novanta	Same
Robert Buckley	49	Chief Financial Officer of Novanta	Same
Michele Welsh	50	General Counsel and Corporate Secretary of Novanta	Same
Brian Young	55	Chief Human Resources Officer of Novanta	Same
Non-Employee Directors			
Lonny J. Carpenter	62	Director Independent Lead Director Chair of the Compensation Committee Member of the Environmental, Social and Governance ("ESG") Committee	Former Group President of Stryker Corporation, a medical technologies company
Barbara B. Hulit	57	Director Member of the ESG Committee	Former Senior Vice President of Fortive Corporation, a diversified industrial technology growth company, and President and Chief Executive Officer of Fortive's Advanced Healthcare Solutions segment
Maxine L. Mauricio	52	Director Chair of the ESG Committee	Executive Vice President, Chief Administrative Officer, General Counsel and Secretary of EMCOR Group, Inc., a provider of facilities construction and industrial services
Katherine A. Owen	53	Director Member of the Audit Committee	Former Vice President and Advisor to the CEO of Stryker Corporation, a medical technologies company
Thomas N. Secor	53	Director Member of the Audit Committee Member of the ESG Committee	Managing Director of Morningside Heights Capital, an investment firm
Darlene J. S. Solomon	65	Director Member of the Compensation Committee	Former Senior Vice President and Chief Technology Officer of Agilent Technologies, Inc. a global leader in the life sciences, diagnostics and applied chemical markets
Frank A. Wilson	65	Director Chair of the Audit Committee Member of the Compensation Committee	Former Chief Financial Officer and Senior Vice President of PerkinElmer, Inc., a life sciences diagnostics, discovery and analytical solutions company

The remainder of the response to this item is contained in the Proxy Statement for the Company's Annual Meeting of Shareholders scheduled to be held on May 8, 2024 and is incorporated herein by reference.

Item 11. ***Executive Compensation***

The information required to be disclosed by this item is contained in the Proxy Statement for the Company's Annual Meeting of Shareholders scheduled to be held on May 8, 2024 and is incorporated herein by reference.

Item 12. ***Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters***

The information required to be disclosed by this item is contained in the Proxy Statement for the Company's Annual Meeting of Shareholders scheduled to be held on May 8, 2024 and is incorporated herein by reference.

Item 13. ***Certain Relationships and Related Transactions, and Director Independence***

The information required to be disclosed by this item is contained in the Proxy Statement for the Company's Annual Meeting of Shareholders scheduled to be held on May 8, 2024 and is incorporated herein by reference.

Item 14. ***Principal Accountant Fees and Services***

The information required to be disclosed by this item is contained in the Proxy Statement for the Company's Annual Meeting of Shareholders scheduled to be held on May 8, 2024 and is incorporated herein by reference.

PART IV

Item 15. ***Exhibits and Financial Statement Schedules***

(a) Documents filed as part of this report:

1. List of Financial Statements

The financial statements required by this item are listed in Item 8, "Financial Statements and Supplementary Data" herein.

2. List of Financial Statement Schedules

All schedules are omitted because they are not applicable or not required or the required information is shown in the consolidated financial statements or notes thereto.

3. List of Exhibits

		Incorporated by Reference				
Exhibit Number	**Exhibit Description**	**Form**	**File No.**	**Exhibit**	**Filing Date**	**Filed/ Furnished Herewith**
2.1†	Stock Purchase Agreement dated July 9, 2021, between Novanta Corporation and Schneider Electric Holding, Inc.	10-Q	001-35083	2.1	11/09/2021	
2.2†	Stock Purchase Agreement dated July 9, 2021, between Novanta Corporation, Novanta Technologies (Suzhou) Co. Ltd, ATI Industrial Automation, Inc. and ATI Industrial Automation (Lang Fang) Co. Ltd	10-Q	001-35083	2.2	11/09/2021	
2.3†	Securities Purchase Agreement, dated November 14, 2023, by and between Novanta Corporation, Motion Solutions Holdings LLC and Motion Solutions Parent Corp. including Amendment to Securities Purchase Agreement dated January 1, 2024 by and between by the parties thereto.					*
3.1	Certificate and Articles of Continuance of the Registrant, dated March 22, 1999	S-3	333-202597	3.1	03/09/2015	
3.2	By-Laws of the Registrant, as amended	10-K	001-35083	3.2	03/01/2021	
3.3	Articles of Reorganization of the Registrant, dated July 23, 2010	8-K	000-25705	3.1	07/23/2010	
3.4	Articles of Amendment of the Registrant, dated May 26, 2005	10-K	001-35083	3.4	3/1/2023	
3.5	Articles of Amendment of the Registrant, dated December 29, 2010	8-K	000-25705	3.1	12/29/2010	
3.6	Articles of Amendment of the Registrant, dated May 11, 2016	8-K	001-35083	10.1	05/12/2016	
3.7	Articles of Amendment of the Registrant, dated April 29, 2022	10-Q	001-35083	3.6	05/10/2022	
4.1	Specimen Stock Certificate	10-K	001-35083	4.1	02/28/2018	

Exhibit Number	Exhibit Description	Incorporated by Reference				Filed/ Furnished Herewith
		Form	File No.	Exhibit	Filing Date	
4.2	Form of Indenture, between the Registrant and Wilmington Trust, National Association	S-3	333-229912	4.3	02/27/2019	
4.3	Description of Registrant's Securities Registered Pursuant to Section 12 of the Securities Exchange Act of 1934	10-K	001-35083	4.3	3/1/2023	
10.1††	Novanta Inc. 2010 Incentive Award Plan (Amended and Restated Effective March 19, 2021), as amended	8-K	001-35083	10.1	05/17/2021	
10.2††	Form of Deferred Stock Unit Award Agreement	10-K	001-35083	10.59	03/30/2011	
10.3††	Form of Stock Option Grant Notice and Stock Option Agreement	10-Q	001-35083	10.2	08/02/2016	
10.4††	Offer Letter, dated June 8, 2011, between GSI Group Inc. and Peter Chang	10-Q	001-35083	10.1	11/10/2011	
10.5	Amended and Restated Lease, dated May 1, 2012, by and between GSI Group Inc. and 125 Middlesex Turnpike, LLC	8-K	001-35083	10.1	05/04/2012	
10.6††	Form of Performance Stock Unit Award Grant Notice and Performance Stock Unit Award Agreement	10-Q	001-35083	10.3	08/02/2016	
10.7††	Severance Agreement, dated as of August 15, 2012, between GSI Group Inc. and Peter Chang	10-Q	001-35083	10.7	11/07/2012	
10.8	Third Amended and Restated Credit Agreement, dated as of December 31, 2019, by and among Novanta Corporation, Novanta Inc., Novanta UK Investments Holding Limited, Novanta Europe GmbH, Bank of America, N.A., as Administrative Agent, Swing Line Lender, L/C Issuer and lender, BofA Securities, Inc., as Joint Lead Arranger, JP Morgan Chase Bank, N.A., as Joint Lead Arranger, Co-Syndication Agent and lender, Wells Fargo Securities LLC, as Joint Lead Arranger, Wells Fargo Bank, National Association, as Co-Syndication Agent and lender, Silicon Valley Bank, as Co-Documentation Agent and lender, TD Bank, N.A., as Co-Documentation Agent and lender, Bank of Montreal, as Co-Documentation Agent and lender, and HSBC Bank USA, N.A and HSBC Bank UK., as lenders	8-K	001-35083	10.1	01/03/2020	
10.9	Lease Agreement, dated as of May 31, 2013, by and between JADAK, LLC and Hancock Part Development, LLC	10-Q	001-35083	10.3	05/06/2014	
10.10††	Amended and Restated Employment Agreement, dated April 21, 2017, between Novanta Inc. and Matthijs Glastra	8-K	001-35083	10.1	04/24/2017	
10.11††	Amended and Restated Employment Agreement, dated April 21, 2017, between Novanta Inc. and Robert Buckley	8-K	001-35083	10.2	04/24/2017	
10.12††	Employment Agreement, dated April 21, 2017, between Novanta Inc. and Brian Young	8-K	001-35083	10.3	04/24/2017	
10.13††	Form of New Restricted Stock Unit Award Agreement	10-Q	001-35083	10.1	05/08/2017	
10.14††	Form of New Performance Stock Unit Award Grant Notice and Performance Stock Unit Award Agreement	10-Q	001-35083	10.2	05/08/2017	
10.15††	Form of Indemnification Agreement, by and between Novanta Inc. and certain officers and directors	10-Q	001-35083	10.2	11/01/2017	

Exhibit Number	Exhibit Description	Incorporated by Reference				Filed/ Furnished Herewith
		Form	File No.	Exhibit	Filing Date	
10.16††	Form of Indemnification Agreement, by and between Novanta Corporation and certain officers and directors	10-Q	001-35083	10.3	11/01/2017	
10.17	First Amendment, dated May 7, 2018, to Amended and Restated Lease (dated as of May 1, 2012) by and between Novanta Corporation and 125 Middlesex Turnpike, LLC	10-Q	001-35083	10.2	05/08/2018	
10.18††	Novanta Inc. Non-Employee Director Compensation Policy	10-Q	001-35083	10.2	08/08/2023	
10.19††	Form of Director Restricted Stock Unit Award Grant Notice and Restricted Stock Unit Award Agreement	10-Q	001-35083	10.2	11/06/2018	
10.20	First Amendment to Third Amended and Restated Credit Agreement, dated March 27, 2020	8-K	001-35083	10.1	03/31/2020	
10.21	Second Amendment to Third Amended and Restated Credit Agreement, dated June 2, 2020	10-Q	001-35083	10.1	08/06/2020	
10.22	Third Amendment to Third Amended and Restated Credit Agreement, dated September 22, 2021	10-Q	001-35083	10.1	11/09/2021	
10.23	Fourth Amendment to Third Amended and Restated Credit Agreement, Dated October 5, 2021	8-K	001-35083	10.1	10/07/2021	
10.24††	Form of Restricted Stock Unit Award Grant Notice and Agreement	10-Q	001-35083	10.2	05/11/2021	
10.25††	Form of Operating Cash Flow Performance Stock Unit Award Grant Notice and Agreement	10-Q	001-35083	10.3	05/11/2021	
10.26	Fifth Amendment to Third Amended and Restated Credit Agreement, dated March 10, 2022	8-K	001-35083	10.1	03/15/2022	
10.27††	Employment Agreement, dated July 11, 2022, between Novanta Inc. and Michele Welsh	10-Q	001-35083	10.1	08/09/2022	
10.28††	Form of Grant Notice and Award Agreement for Performance Stock Unit Awards with rTSR Modifier	10-Q	001-35083	10.1	05/9/2023	
21.1	Subsidiaries of the Registrant					*
23.1	Consent of Independent Registered Public Accounting Firm					*
31.1	Chief Executive Officer Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002					*
31.2	Chief Financial Officer Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002					*
32.1	Chief Executive Officer Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002					**
32.2	Chief Financial Officer Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002					**

Exhibit Number	Exhibit Description	Incorporated by Reference				Filed/ Furnished Herewith
		Form	File No.	Exhibit	Filing Date	
97.1	Policy for Recovery of Erroneously Awarded Compensation					*
101.INS	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.					*
101.SCH	Inline XBRL Taxonomy Extension Schema Document					*
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).					*

† Certain schedules or appendices to this exhibit have been omitted pursuant to Regulation S-K Item 601(a)(5). A copy of any omitted schedule will be furnished to the Securities and Exchange Commission or its staff upon request.
†† This exhibit constitutes a management contract, compensatory plan, or arrangement.
* Filed herewith
** Furnished herewith

Item 16. ***Form 10-K Summary***

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Novanta Inc.

By: /s/ Matthijs Glastra

Matthijs Glastra
Chief Executive Officer

Date: February 28, 2024

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Novanta Inc. (Registrant)

Name	Title	Date
/s/ Matthijs Glastra **Matthijs Glastra**	Chair of the Board of Directors, Chief Executive Officer	February 28, 2024
/s/ Robert J. Buckley **Robert J. Buckley**	Chief Financial Officer	February 28, 2024
/s/ Peter L. Chang **Peter L. Chang**	Chief Accounting Officer and Corporate Controller	February 28, 2024
/s/ Lonny J. Carpenter **Lonny J. Carpenter**	Lead Director	February 28, 2024
/s/ Barbara B. Hulit **Barbara B. Hulit**	Director	February 28, 2024
/s/ Maxine L. Mauricio **Maxine L. Mauricio**	Director	February 28, 2024
/s/ Katherine A. Owen **Katherine A. Owen**	Director	February 28, 2024
/s/ Thomas N. Secor **Thomas N. Secor**	Director	February 28, 2024
/s/ Darlene J.S. Solomon **Darlene J.S. Solomon**	Director	February 28, 2024
/s/ Frank A. Wilson **Frank A. Wilson**	Director	February 28, 2024

Exhibit 2.3

SECURITIES PURCHASE AGREEMENT

by and among

MOTION SOLUTIONS PARENT CORP.,

MOTION SOLUTIONS HOLDINGS LLC

and

NOVANTA CORPORATION

November 14, 2023

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EXHIBITS

Exhibit A	Form of Closing Certificate of the Company
Exhibit B	Form of Closing Certificate of the Purchaser
Exhibit C	Agreed Accounting Principles
Exhibit D	Form of Escrow Agreement
Exhibit E	Form of R&W Policy

SECURITIES PURCHASE AGREEMENT

THIS SECURITIES PURCHASE AGREEMENT (this "Agreement"), dated as of November 14, 2023 is made by and among Novanta Corporation, a Michigan corporation (the "Purchaser"), Motion Solutions Parent Corp., a Delaware corporation (the "Company"), and Motion Solutions Holdings LLC, a Delaware limited liability company (the "Seller"). Capitalized terms used and not otherwise defined herein have the meanings set forth in Article 11.

RECITALS

A. As of the date hereof, the Seller owns all of the issued and outstanding Interests.

B. Subject to the terms and conditions of this Agreement, the Purchaser desires to purchase from the Seller, and the Seller desires to sell to the Purchaser, all of the issued and outstanding Interests.

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

ARTICLE 1
PURCHASE AND SALE OF THE INTERESTS

1.1 Purchase and Sale of Interests. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, the Seller shall sell, assign, transfer and convey to the Purchaser, and the Purchaser shall purchase and acquire from the Seller, all of the Interests, free and clear of all Liens, in exchange for the aggregate payment of the Estimated Purchase Price.

1.2 Purchase Price.

(a) The "Purchase Price" means an amount equal to (i) the Base Purchase Price, plus (ii) the amount by which Closing Net Working Capital exceeds Target Net Working Capital, if any, minus (iii) the amount by which Target Net Working Capital exceeds Closing Net Working Capital, if any, plus (iv) the amount of Closing Cash, minus (v) the outstanding amount of Closing Indebtedness, minus (vi) the amount of Closing Transaction Expenses, minus (vii) the Adjustment Escrow Amount.

(b) No later than two Business Days prior to the Closing, the Company shall have delivered to the Purchaser (i) the Company's good faith estimate of (A) the Closing Net Working Capital (the "Estimated Net Working Capital"), (B) the Closing Cash (the "Estimated Cash"), (C) the Closing Indebtedness (the "Estimated Indebtedness"), (D) the Closing Transaction Expenses (the "Estimated Transaction Expenses") and (E) the Estimated Purchase Price (such statement, the "Estimated Closing Statement") and (ii) such reasonable documentation (including supporting calculations and schedules) used by the Company in connection with the preparation of Estimated Net Working Capital, Estimated Cash, Estimated Indebtedness, Estimated Transaction Expenses and Estimated Purchase Price. "Estimated Purchase Price" means an amount equal to (1) the Base Purchase Price, plus (2) the amount by which Estimated Net Working Capital exceeds Target Net Working Capital, minus (3) the amount by which Target Net Working Capital exceeds Closing Net Working Capital, plus (4) the amount of Estimated Cash, minus (5) the amount of Estimated Indebtedness, minus (6) the amount of Estimated Transaction Expenses, minus (7) the Adjustment Escrow Amount. The Seller and the Company shall consider in good faith any comments to the Estimated Closing Statement delivered by the Purchaser in good faith prior to the Closing Date.

1.3 The Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place remotely by exchange of electronic signature pages on the second Business Day following full satisfaction or waiver of all of the closing conditions set forth in Article 2 (other than those to be satisfied at the Closing, but subject to the satisfaction of those conditions at the Closing) or on such other date as is mutually agreeable to the Purchaser and the Seller; provided, however, that notwithstanding the foregoing, the Purchaser shall not be obligated to effect the Closing prior to January 2, 2024. The date and time of the Closing are referred to herein as the "Closing Date", and the Closing will be deemed to have occurred as of 12:01 A.M. Pacific Time on the Closing Date.

1.4 The Closing Transactions. Subject to the terms and conditions set forth in this Agreement, the parties hereto shall consummate the following transactions (the "Closing Transactions") on the Closing Date:

(a) the Seller shall deliver to the Purchaser evidence of assignment of the Interests to the Purchaser, free and clear of all Liens;

(b) the Purchaser shall pay, or cause to be paid, to the Seller the Estimated Purchase Price by wire transfer of immediately available funds to the account(s) designated by the Seller (which account(s) and the amounts payable to the Seller with respect to each Interest shall be designated by the Seller to the Purchaser in writing at least two Business Days before the Closing Date);

(c) the Company shall deliver to the Purchaser appropriate payoff letters from the holders of Indebtedness set forth on Schedule 1.4(c) (the "Payoff Letters") (which Payoff Letters shall be delivered at least three Business Days before the Closing Date in form reasonably satisfactory to the Purchaser, and each of which shall (i) specify all amounts of Indebtedness owed to such holder, as well as any other amounts required to fully pay off all such Indebtedness on the Closing Date, and (ii) agreeing that, upon such holder's receipt of the applicable payoff amount, (A) all outstanding obligations of the Company and its Subsidiaries arising under or related to the applicable Indebtedness shall be repaid and discharged in full and (B) any Liens such lender or holder may have in connection therewith shall automatically be released and terminated in full) and shall make customary arrangements for such holders of Indebtedness to deliver all evidence of related Lien releases to the Purchaser as soon as practicable after the Closing;

(d) the Purchaser shall repay, or cause to be repaid, on behalf of the Company, all amounts necessary to discharge fully the then outstanding balance of all Indebtedness set forth on Schedule 1.4(d), by wire transfer of immediately available funds to the account(s) designated in the Payoff Letters;

(e) the Purchaser shall pay, or cause to be paid, the Adjustment Escrow Amount by wire transfer of immediately available funds to the Escrow Agent;

(f) the Purchaser shall pay, or cause to be paid, on behalf of the Company, all amounts necessary to discharge fully the then outstanding balance of all Estimated Transaction Expenses, by wire transfer of immediately available funds, to the account(s) designated by each Person to whom such Estimated Transaction Expenses are to be paid; provided that any amounts treated as wages for income Tax purposes shall be paid to the Company or its applicable Subsidiary, which shall pay such amounts, less any applicable withholding Taxes, to such recipients through its payroll system on the Closing Date; and

(g) the Purchaser and the Seller shall make such other deliveries as are required by Article 2.

1.5 Purchase Price Adjustments.

(a) As promptly as possible, but in any event within 45 days after the Closing Date, the Purchaser will deliver to the Seller a statement showing the calculation of the Closing Net Working Capital, Closing Cash, Closing Indebtedness and Closing Transaction Expenses and a calculation of the Purchase Price (the "Preliminary Closing Statement"). The Closing Net Working Capital, Closing Cash, Closing Indebtedness and Closing Transaction Expenses shall each be determined on a consolidated basis in accordance with the definitions set forth in this Agreement and the Agreed Accounting Principles. The parties agree that the purpose of determining the Closing Net Working Capital, Closing Cash, Closing Indebtedness, Closing Transaction Expenses and the related purchase price adjustments contemplated by this Section 1.5(a) is to measure changes in Closing Net Working Capital and the levels of Closing Cash, Closing Indebtedness and Closing Transaction Expenses, and, to the extent prepared in accordance with the definitions set forth in this Agreement and the Agreed Accounting Principles, such processes are not intended to permit the introduction of different judgments, accounting methods, policies, principles, practices, procedures, classifications or estimation methodologies for the purpose of determining the Closing Net Working Capital, Closing Cash, Closing Indebtedness or Closing Transaction Expenses. After delivery of the Preliminary Closing Statement, the Purchaser shall give the Seller and its representatives reasonable access to review the Purchaser's and the Company's books and records and work papers related to the preparation of the Preliminary Closing Statement. The Seller and its representatives may make inquiries of the Purchaser, the Company and their respective accountants regarding questions concerning or disagreements with the Preliminary Closing Statement arising in the course of its review thereof, and the Purchaser shall use its, and shall cause the Company to use its, commercially reasonable efforts to cause any such accountants to respond to such inquiries. If the Seller has any objections to the Preliminary Closing Statement, the Seller shall deliver to the Purchaser a statement setting forth its objections thereto (an "Objections Statement"). If the Purchaser fails to timely deliver the Preliminary Closing Statement in accordance with this Section 1.5(a), then the Seller may, in its sole discretion, (i) deem the Estimated Closing Statement to be the final and binding statement of the calculation of the Purchase Price or (ii) deem that the Estimated Closing Statement is the Preliminary Closing Statement and deliver an Objection Statement with respect thereto in accordance with this Section 1.5(a). If an Objections Statement is not delivered to the Purchaser within 30 days after delivery of the Preliminary Closing Statement, the Preliminary Closing Statement shall be final, binding and non-appealable by the parties hereto; provided that, in the event the Purchaser or the Company does not provide any papers or documents reasonably requested by the Seller or any of its representatives within five days of request therefor (or such shorter period as may remain in such 30-day period), such 30-day period will be extended by one day for each additional day required for the Purchaser or Company to fully respond to such request. The Seller and the Purchaser shall negotiate in good faith to resolve any such objections, but if they do not reach a final resolution within 30 days after the delivery of the Objections Statement, the Seller and the Purchaser shall submit such dispute to Crowe LLP or such other mutually acceptable dispute resolution firm (the "Dispute Resolution Firm"). Any submissions to the Dispute Resolution Firm must be written and delivered to each party to the dispute. The Dispute Resolution Firm shall consider only those items and amounts which are identified in the Objections Statement and which are not resolved in writing by the Seller and the Purchaser prior to submission to the Dispute Resolution Firm. The Dispute Resolution Firm's determination will be based solely on the provisions of this Section 1.5(a), the Agreed Accounting Principles and the definitions of Closing Net Working Capital, Closing Cash, Closing Indebtedness, Closing Transaction Expenses and the Purchase Price, as applicable, contained herein. The Seller and the Purchaser shall use their commercially reasonable efforts to cause the Dispute Resolution Firm to resolve all disagreements as soon as practicable and in any event within 45 days after the submission of any dispute. The Dispute Resolution Firm shall act as an expert, not arbitrator. Further, the Dispute Resolution Firm's determination shall be based solely on the presentations by the Purchaser and the Seller which are in accordance with the terms and procedures set forth in this Agreement (*i.e.*, not on the basis of an independent review). The resolution of the dispute by the Dispute Resolution Firm shall be final, binding and non-appealable on the parties

hereto, absent manifest mathematical error. The costs and expenses of the Dispute Resolution Firm shall be allocated based upon the percentage which the portion of the contested amount not awarded to each party bears to the amount actually contested by such party in the presentation to the Dispute Resolution Firm. For example, if the Seller submits an Objections Statement for $1,000, and if the Purchaser contests only $500 of the amount claimed by the Seller, and if the Dispute Resolution Firm ultimately resolves the dispute by awarding the Seller $300 of the $500 contested, then the costs and expenses of the Dispute Resolution Firm will be allocated 60% (*i.e.*, 300/500) to the Purchaser and 40% (*i.e.*, 200/500) to the Seller. The Preliminary Closing Statement shall be revised as appropriate to reflect the resolution of any objections thereto pursuant to this Section 1.5, and, as so revised, such Preliminary Closing Statement shall be deemed to set forth the Closing Net Working Capital, Closing Cash, Closing Indebtedness, Closing Transaction Expenses and the Purchase Price, in each case, for all purposes hereunder.

(b) Payment of the Purchase Price Adjustment.

(i) If the Purchase Price as finally determined pursuant to Section 1.5(a) is greater than the Estimated Purchase Price, the Purchaser shall promptly pay to the Seller the amount of such excess.

(ii) If the Purchase Price as finally determined pursuant to Section 1.5(a) is less than the Estimated Purchase Price, the Seller and the Purchaser shall promptly deliver joint written instructions to the Escrow Agent instructing the Escrow Agent to deliver an amount equal to the amount of such shortfall to the Purchaser from the Adjustment Escrow Funds.

The Purchaser shall promptly (but in any event within three Business Days) deliver to the Seller any amounts determined pursuant to this Section 1.5(b) to be due by the Purchaser by wire transfer of immediately available funds to an account or accounts designated by the Seller. The Seller and the Purchaser shall promptly (but in any event within three Business Days) deliver joint written instructions to the Escrow Agent instructing the Escrow Agent to pay from the Adjustment Escrow Funds, to an account or accounts designated by the Purchaser an amount equal to any amounts determined pursuant to this Section 1.5(b) to be due by the Seller to the Purchaser. The Adjustment Escrow Funds shall be the Purchaser's sole recourse with respect to, and the exclusive source of funds for, any payments required to be made by the Seller pursuant to this Section 1.5(b). Immediately following payment of any amounts determined pursuant to this Section 1.5(b) to be owing to the Purchaser, the Seller and the Purchaser shall deliver joint written instructions to the Escrow Agent instructing the Escrow Agent to pay to the Seller all remaining Adjustment Escrow Funds to an account or accounts designated by the Seller, in accordance with the terms of the Escrow Agreement.

(c) The Purchaser and the Seller agree that the procedures set forth in this Section 1.5 for resolving disputes with respect to the Preliminary Closing Statement shall be the sole and exclusive method for resolving any such disputes; provided that this provision shall not prohibit either party from instituting litigation to enforce any final determination of the Purchase Price by the Dispute Resolution Firm pursuant to Section 1.5(a) in any court of competent jurisdiction in accordance with Section 12.18. It is the intent of the parties to have any final determination of the Purchase Price by the Dispute Resolution Firm proceed in an expeditious manner; provided, however, any deadline or time period contained herein may be extended or modified by the written agreement of the Seller and the Purchaser, and the Seller and the Purchaser agree that the failure of the Dispute Resolution Firm to strictly conform to any deadline or time period contained herein shall not be a basis for seeking to overturn any determination rendered by the Dispute Resolution Firm which otherwise conforms to the terms of this Section 1.5.

1.6 Withholding. The Purchaser shall be entitled to deduct and withhold from any amounts payable under this Agreement such Taxes that are required to be deducted and withheld with

respect to the making of such payment under the Code or any provision of state, local or foreign Tax law, as applicable. Before making any such deduction or withholding, and except with respect to any deduction or withholding required with respect to compensatory amounts or resulting from any failure to provide an IRS Form W-9 pursuant to Section 2.1(h), the Purchaser shall provide the Seller with commercially reasonable notice of such deduction or withholding that is proposed to be made, and the Purchaser shall cooperate with any reasonable request from the Seller to obtain reduction of or relief from such deduction or withholding. To the extent that amounts are so withheld or deducted and timely paid to the appropriate Tax authority, such amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.

ARTICLE 2
CONDITIONS TO CLOSING

2.1 Conditions to the Purchaser's Obligations. The obligations of the Purchaser to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or waiver by the Purchaser in writing) of the following conditions as of the Closing Date:

(a) the representations and warranties of the Company set forth in Article 3 and the representations and warranties of the Seller set forth in Article 4 (in each case, other than the Fundamental Representations) will be true and correct in all respects as of the Closing Date as though made on and as of the Closing Date, except (i) to the extent that the failure of such representations and warranties to be true and correct has not caused, and would not reasonably be expected to cause, individually or in the aggregate, a Material Adverse Effect, and (ii) for those representations and warranties that address matters as of any other particular date (in which case such representations and warranties shall have been true and correct as of such particular date, except to the extent that the failure of such representations and warranties to have been true and correct as of such particular date has not caused, and would not reasonably be expected to cause, individually or in the aggregate, a Material Adverse Effect); provided, however, that for the purposes of this Section 2.1(a), qualifications as to materiality and Material Adverse Effect contained in such representations and warranties shall not be given effect, other than the qualification as to Material Adverse Effect set forth in Section 3.6;

(b) the Fundamental Representations will be true and correct in all but *de minimis* respects as of the Closing Date as though made on and as of the Closing Date, except for those representations and warranties that address matters as of any other particular date (in which case such representations and warranties shall have been true and correct in all but *de minimis* respects as of such particular date);

(c) the Seller and the Company shall each have performed or complied with in all material respects all the covenants and agreements required to be performed or complied with by it under this Agreement at or prior to the Closing;

(d) the applicable waiting periods, if any, under the HSR Act shall have expired or been terminated;

(e) no judgment, decree or order shall have been entered which would prevent the performance of this Agreement or the consummation of the transactions contemplated hereby, declare unlawful the transactions contemplated by this Agreement or cause such transactions to be rescinded;

(f) the Escrow Agent and the Seller shall have each executed and delivered signatures to the Escrow Agreement to the Purchaser;

(g) the Company and the Seller shall have delivered to the Purchaser a certificate of an authorized officer of the Company and an authorized officer of the Seller in the form set forth in Exhibit A, dated as of the Closing Date, stating that the preconditions specified in Section 2.1(a), Section 2.1(b), Section 2.1(c) and Section 2.1(k) with respect to the Company and the Seller, as applicable, have been satisfied;

(h) the Seller shall have delivered to the Purchaser a duly executed IRS Form W-9; provided that, the Purchaser's only remedy for the failure to provide such form will be to withhold from the payments to be made pursuant to this Agreement any required withholding Tax under Section 1445 of the Code, and the failure to provide such certificate shall not be deemed to be a failure of the condition set forth in Section 2.1(b) to have been met;

(i) the Company shall have delivered a good standing certificate or its equivalent for the Company and each of its Subsidiaries from its respective jurisdiction of formation or incorporation, dated within 10 Business Days of Closing;

(j) the Company shall have delivered written resignations, effective as of the Closing, of the directors, managers and officers of the Company and each of its Subsidiaries affiliated with Frontenac; and

(k) no Material Adverse Effect shall have occurred since the date of this Agreement.

(l) the Seller shall have adopted an amendment to the equity interests, performance plan and/or any related agreements with employees of the Company or taken other actions reasonably satisfactory to the Purchaser to achieve the objectives set forth on Schedule 2.1(l).

If the Closing occurs, all closing conditions set forth in this Section 2.1 which have not been fully satisfied as of the Closing shall be deemed to have been waived by the Purchaser.

2.2 Conditions to the Company's and the Seller's Obligations. The obligations of the Company and the Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction or waiver of the following conditions as of the Closing Date:

(a) the representations and warranties of the Purchaser contained in Article 5 will be true and correct in all respects as of the Closing Date as though made on and as of the Closing Date, except (i) to the extent that the failure of such representations and warranties to be true and correct has not had, and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the Purchaser's ability to consummate the transactions contemplated by this Agreement, and (ii) for those representations and warranties that address matters as of any other particular date (in which case such representations and warranties shall have been true and correct as of such particular date, except to the extent that the failure of such representations and warranties to be true and correct has not had, and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the Purchaser's ability to consummate the transactions contemplated by this Agreement); provided, however, that for the purposes of this Section 2.2(a), qualifications as to materiality contained in such representations and warranties shall not be given effect;

(b) the Purchaser shall have performed in all material respects all the covenants and agreements required to be performed by it under this Agreement at or prior to the Closing;

(c) the applicable waiting periods, if any, under the HSR Act shall have expired or been terminated;

(d) no judgment, decree or order shall have been entered which would prevent the performance of this Agreement or the consummation of any of the transactions contemplated hereby, declare unlawful the transactions contemplated by this Agreement or cause such transactions to be rescinded;

(e) the Escrow Agent and the Purchaser shall have each executed and delivered signatures to the Escrow Agreement to the Seller; and

(f) the Purchaser shall have delivered to the Seller a certificate of an authorized officer of the Purchaser in the form set forth in Exhibit B, dated as of the Closing Date, stating that the conditions specified in Section 2.2(a) and Section 2.2(b) have been satisfied.

If the Closing occurs, all closing conditions set forth in this Section 2.2 which have not been fully satisfied as of the Closing shall be deemed to have been waived by the Seller.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the schedules accompanying this Agreement (each a "Schedule" and, collectively, the "Disclosure Schedules"), the Company represents and warrants to the Purchaser as follows:

3.1 Organization, Qualification and Power. The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware. The Company is duly qualified or licensed to do business and is in good standing in every jurisdiction in which the property and assets owned, leased or operated by it, or the nature of the business as presently conducted by it, makes such qualification or licensing necessary, except in such jurisdictions (other than the jurisdiction of its formation, organization, or incorporation, as applicable) where the failure to be so duly qualified or licensed or in good standing would not reasonably be expected to have a Material Adverse Effect. The Governing Documents of the Company are in full force and effect, and the Company is not in material breach or violation of any provision contained in its Governing Documents. Complete and correct copies of the Governing Documents of the Company, as amended and in effect as of the date of this Agreement, have been provided to the Purchaser. The Company has all requisite corporate power and authority to (a) own, lease and operate its assets and properties and to carry on its business as presently conducted, except where the failure to have such power or authority would not have a Material Adverse Effect, and (b) enter into this Agreement and each Transaction Document to which it is or will be a party, to perform its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby.

3.2 Subsidiaries. The capitalization of each of the Company's Subsidiaries as of the date hereof is set forth on Schedule 3.2, which schedule sets forth, with respect to each such Subsidiary, (i) its name and its jurisdiction and form of organization, (ii) its authorized, issued and outstanding Capital Stock, and (iii) the number and percentage of shares of its outstanding Capital Stock held by the Company or any Subsidiary of the Company. All of the issued and outstanding Capital Stock of the Company's Subsidiaries are duly authorized and validly issued, fully paid and non-assessable, and are held beneficially and of record by the Persons and in the amounts set forth on Schedule 3.2 free and clear of any and all Liens, other than any restrictions on transfer imposed by state and federal securities laws, and have been issued in compliance with applicable Law and the Governing Documents of the applicable Subsidiary. None of the Capital Stock of the Company's Subsidiaries was issued in violation in any respect of any

purchase or call option, right of first refusal, subscription right, preemptive right, or any similar right, and none of the Company or any of its Subsidiaries is a party to any voting trust, proxy, or other agreement or understanding with respect to the voting of such Capital Stock. Except as set forth on Schedule 3.2, the Company does not have any Subsidiaries. Except as set forth on Schedule 3.2, the Company does not own or hold the right to acquire any stock, partnership interest or joint venture interest or other equity ownership interest in any other corporation, organization or entity. Each of the Company's Subsidiaries is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization. Each of the Company's Subsidiaries is duly qualified or licensed to do business and is in good standing in every jurisdiction in which the property and assets owned, leased or operated by it, or the nature of the business conducted by it, makes such qualification or licensing necessary, except in such jurisdictions (other than the jurisdiction of its formation, organization, or incorporation, as applicable) where the failure to be so duly qualified or licensed or in good standing would not reasonably be expected to have a Material Adverse Effect, taken as a whole. The Governing Documents of each of the Company's Subsidiaries are in full force and effect, and none of the Company's Subsidiaries is in material breach or violation of any provision contained in its Governing Documents. Complete and correct copies of the Governing Documents of each of the Company's Subsidiaries, as amended and in effect as of the date of this Agreement, have been provided to the Purchaser. Each of the Company's Subsidiaries has all requisite corporate (or the equivalent thereof) power and authority to own, lease and operate its assets and properties and to carry on its business as presently conducted, except where the failure to have such power or authority would not have a Material Adverse Effect. Except as set forth on Schedule 3.2, there are no outstanding (a) shares of capital stock or other equity interests or voting securities of any Subsidiary of the Company, (b) securities convertible or exchangeable into capital stock of any Subsidiary of the Company, (c) options, warrants, purchase rights, subscription rights, preemptive rights, conversion rights, exchange rights, calls, puts, rights of first refusal or other contracts that require any Subsidiary of the Company to issue, sell or otherwise cause to become outstanding or to acquire, repurchase or redeem capital stock of any Subsidiary of the Company or (d) stock appreciation, phantom stock, profit participation or similar rights with respect to any Subsidiary of the Company.

3.3 Authorization; Valid and Binding Agreement; No Breach; Governmental Consents.

(a) The execution, delivery and performance of this Agreement and each of the Transaction Documents to which the Company is or will be a party, and the performance by the Company of its obligations hereunder and thereunder (including the consummation of the transaction contemplated hereby and thereby) have been (or with respect to the Transaction Documents to which the Company is or will be a party, will be at or prior to the Closing) duly authorized by all necessary corporate (or equivalent) action on the part of the Company and the Company's Affiliates, and no other action, approval, or proceeding (including by its equityholders) on the part of the Company or its Affiliates is necessary to authorize or enter into this Agreement and each of the Transaction Documents to which the Company is or will be a party or to consummate the transaction contemplated hereby or thereby. This Agreement has been, and each of the Transaction Documents to which the Company is or will be a party will be at or prior to the Closing, duly executed and delivered by the Company and constitutes, or will constitute when executed, as applicable, valid, legal and binding obligations of the Company, in each case (assuming that this Agreement has been, and each of the Transaction Documents to which the Company is or will be a party will be, duly and validly authorized, executed and delivered by the other Persons party thereto at or prior to the Closing), enforceable against the Company in accordance with each of their respective terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other Laws affecting the enforcement of creditors' rights generally or by general equitable principles (whether considered in a proceeding in equity or at Law) (the "Bankruptcy and Equity Exception").

(b) Except as set forth on Schedule 3.3(b), the execution, delivery and performance by the Company of this Agreement and the Transaction Documents to which the Company is or will be a party does not, and the consummation of the transactions contemplated hereby or thereby do not and will not, with or without notice, lapse of time, or both (i) assuming that each of the consents, authorizations and approvals referred to in Schedule 3.3(c) (and any condition precedent to any such consent, authorization or approval has been satisfied) and each of the notices and filings referred to in Schedule 3.3(c) and under the HSR Act are made and any applicable waiting periods referred to therein have expired, violate any Law applicable to the Company or any of its Subsidiaries, (ii) conflict with or violate any of the provisions of the Company's or its Subsidiaries' Governing Documents, (iii) result in any breach of, constitute a default under, violate, or result in the creation of any Lien upon any assets of the Company or its Subsidiaries under, any (A) Material Contract, (B) Lease, or (C) Permit of the Business, or (iv) conflict with, or result in the creation of any Lien upon, any of the Interests or any of the assets or properties of the Company and its Subsidiaries, except, in the case of clauses (iii) or (iv), as would not be or reasonably be expected, individually or in the aggregate, to be material to the Business.

(c) Except as set forth on Schedule 3.3(c), neither the Company nor any of its Subsidiaries is required to obtain any consent, approval or authorization of any Governmental Authority or submit any notice, report or other filing with any Governmental Authority in connection with the execution, delivery or performance by the Company of this Agreement or the consummation of the transactions contemplated hereby, other than any such consents, approvals, authorizations, notices or filings (i) required under the HSR Act, (ii) that may be required by reason of the Purchaser's participation in the transactions contemplated hereby or (iii) the failure of which to obtain would not, individually or in the aggregate, be material to the Business.

3.4 Interests. Schedule 3.4 sets forth the Company's issued and outstanding equity securities as of the date hereof. The Seller is the record owner of the Interests and owns such Interests free and clear of all Liens, other than any restrictions on transfer imposed by state and federal securities laws. All of the Interests are duly authorized and are validly issued, fully paid and non-assessable, and have been issued in compliance with applicable Law and the Governing Documents of the Company. None of the Interests were issued in violation in any respect of any purchase or call option, right of first refusal, subscription right, preemptive right, or any similar right, and none of the Seller, the Company or any of their Affiliates is a party to any voting trust, proxy, or other agreement or understanding with respect to the voting of the Interest. Except as set forth on Schedule 3.4, the Company does not have any other equity securities or securities containing any equity features authorized, issued or outstanding, and there are no agreements, options, warrants or other rights or arrangements existing or outstanding which provide for the sale or issuance of any of the foregoing by the Company. Except as set forth on Schedule 3.4, there are no outstanding (a) shares of capital stock or other equity interests or voting securities of the Company, (b) securities convertible or exchangeable into capital stock of the Company, (c) options, warrants, purchase rights, subscription rights, preemptive rights, conversion rights, exchange rights, calls, puts, rights of first refusal or other contracts that require the Company to issue, sell or otherwise cause to become outstanding or to acquire, repurchase or redeem capital stock of the Company or (d) stock appreciation, phantom stock, profit participation or similar rights with respect to the Company.

3.5 Financial Statements.

(a) Schedule 3.5(a) contains correct and complete copies of (i) the Company's and its Subsidiaries' audited consolidated balance sheets as of December 31, 2022 and as of December 31, 2021, and the related consolidated statements of operations, stockholders' equity and cash flows for the years then ended and (ii) the Company's and its Subsidiaries' unaudited consolidated balance sheet as of October 31, 2023 (the "Latest Balance Sheet"), and statements of operations, stockholders' equity and cash

flows for the ten-month period then ended (the "Interim Financial Statements" and together with the financial statements described in clause (ii), the "Financial Statements").

(b) The Financial Statements were derived from the books and records of the Company and its Subsidiaries, and have been prepared in accordance with GAAP, consistently applied throughout the periods indicated, and present fairly in all material respects the financial condition, results of operations and changes in cash flows of the Company and its Subsidiaries (taken as a whole) as of the times and for the periods referred to therein, subject in the case of the Interim Financial Statements to (i) the absence of footnote disclosures and other presentation items and (ii) changes resulting from normal year-end adjustments (which are not material to the Business, either individually or in the aggregate).

(c) Except as set forth on Schedule 3.5(c), neither the Company nor any of its Subsidiaries has any Liabilities, except for Liabilities (i) reflected or reserved against on the Financial Statements (including any notes thereto), (ii) incurred after the date of the Latest Balance Sheet in the Ordinary Course of Business, none of which is a Liability for violation of Law, breach of Contract, breach of warranty, tort, misappropriation or infringement, (iii) under this Agreement or any Transaction Document, (iv) to be included in the computation of Closing Indebtedness, Closing Net Working Capital or Closing Transaction Expenses or (v) that has not had and would not reasonably be expected to have a Material Adverse Effect.

(d) Schedule 3.5(d) sets forth a full and complete list of all bank accounts and safe deposit boxes of the Company, the number of each such account or box, and the names of the Persons authorized to draw on such accounts or to access such boxes. All cash in such accounts is held in demand deposits and is not subject to any restriction as to withdrawal.

3.6 Absence of Certain Developments. Since the date of the Latest Balance Sheet, there has not been any Material Adverse Effect. Except as set forth on Schedule 3.6 or except as expressly contemplated by this Agreement, since the date of the Latest Balance Sheet to the date hereof, neither the Company nor any of its Subsidiaries has:

(a) amended or modified its articles of incorporation or bylaws (or equivalent governing documents);

(b) sold, assigned, transferred, licensed, leased, abandoned or otherwise disposed any of its material assets, or mortgaged, pledged, or imposed any Lien upon any of its material assets, except, in each case, in the Ordinary Course of Business;

(c) sold, assigned, transferred or any granted licenses for any material Intellectual Property owned by the Company or its Subsidiaries, except in the Ordinary Course of Business;

(d) failed to maintain the validity or enforceability of material Patents or material Trademarks which are, or would otherwise have been, included in the Owned Intellectual Property, including by failure to make any requisite filings, renewals, or payments with applicable patent and trademark offices in applicable jurisdictions;

(e) issued, sold, transferred, split, combined, reclassified, redeemed or repurchased any of its capital stock or other equity securities, securities convertible into its capital stock or other equity securities or warrants, options or other rights to acquire its capital stock or other equity securities, or any bonds or debt securities;

(f) made any material capital investment in or acquisition of, either by purchase of stock or securities, contribution to capital, property transfers, merger or purchase of all or substantially all of the property or assets, or otherwise, or made any material loan to, any other Person (other than a Subsidiary of the Company);

(g) declared, set aside, or paid any dividend or made any distribution with respect to its capital stock or redeemed, purchased, or otherwise acquired any of its capital stock, except for dividends or distributions made by the Company's Subsidiaries to their respective parents in the Ordinary Course of Business or tax distributions made in the ordinary course of business;

(h) made any material capital expenditures or commitments therefor, except in the Ordinary Course of Business;

(i) failed to take reasonable steps to maintain the confidentiality of any material trade secrets included in the Owned Intellectual Property;

(j) entered into, modified, amended or terminated any Contract providing for employment or engagement of any individual service provider of the Company or any of its Subsidiaries providing annual compensation in excess of $250,000, except for any such Contract which can be unilaterally terminated by the employer of such individual or service provider for any reason without notice or waiting periods and without incurring any Liability;

(k) except as required by applicable Law, or as provided by an existing Plan, (i) established, adopted, entered into, terminated, or amended any Plan or plan, program, policy, practice, agreement, or arrangement that would be a Plan if it had been in effect as of the date of this Agreement, (ii) granted or paid, or committed to grant or pay, any (1) bonus, incentive, or other similar payment or benefit, or (2) equity or equity-related award or profit-sharing award or other similar payment or benefit (including profits interests or other equity interests in or related to the Seller or any of its Affiliates) to any employee or individual service provider to the Company or any of its Subsidiaries, (iii) increased, or committed to increase, the amount of wages, salary, bonuses, commissions, fringe benefits, severance, or other compensation, benefits, or remuneration payable to any employee or individual service provider to the Company or any of its Subsidiaries, other than increases to employees' base salary or base wages in the Ordinary Course of Business which do not exceed 3% of such individual's prior wages or salary and for which the Purchaser has been notified in writing prior to the Closing, (iv) took any action to accelerate any payment or benefit, the vesting, payment or funding (through a grantor trust or otherwise) of any equity, equity-based, or non-equity based award, or other payment or benefit, payable or to become payable to any employee or individual service provider to the Company or any of its Subsidiaries, or (v) lend any money to employee or individual service provider to the Company or any of its Subsidiaries, other than reasonable and normal advances to employees for bona fide expenses in the Ordinary Course of Business;

(l) hired or terminated any Person who is (or upon hire would be) an employee of the Company or any of its Subsidiaries, except (i) in the Ordinary Course of Business with respect to an employee whose annual compensation does not exceed $150,000, (ii) for terminations for cause, or (iii) for terminations of any reason with respect to an employee whose annual compensation does not exceed $150,000;

(m) implemented a mass layoff, plant closure, group termination, or other material reduction in force that triggers any liability under the WARN Act or similar legislation with respect to, or which would otherwise could affect any, employee of the Company or any of its Subsidiaries;

(n) made any material change in the manner in which the Company and its Subsidiaries generally extend discounts or credits to customers, other than in the Ordinary Course of Business;

(o) amended, modified or waived any Material Contract, terminated any Material Contract other than terminations pursuant to the expiration of the term of any such Material Contract, or entered into a Contract that would be a Material Contract;

(p) sold, leased, subleased, licensed or otherwise granted any Person the right to occupy any Leased Real Property;

(q) permitted Seller or any Affiliate of Seller to grant, enter into, amend, modify or extend any equity incentive award or Plan;

(r) adopted a plan of liquidation, dissolution, merger, amalgamation, consolidation or other reorganization;

(s) made any material change in the Company's or its Subsidiaries' policies or practices with respect to the payment of accounts payable or accrued expenses or the collection of the accounts receivables or other receivables, including the acceleration or deferral of the payment or collection thereof, as applicable, in each case, other than in the Ordinary Course of Business;

(t) entered into any transaction between the Company or any of its Subsidiaries, on the one hand, and Seller or any of its Affiliates (other than the Company or any of its Subsidiaries), on the other hand;

(u) made any material change in the Company's or its Subsidiaries' accounting methods, principles or practices, in each case, other than in the Ordinary Course of Business or as required by GAAP;

(v) except in the Ordinary Course of Business, incurred, assumed or guaranteed any indebtedness for borrowed money, other than indebtedness which will be extinguished in full prior to or in connection with Closing;

(w) made any loans or advances to any Person, other than to the Company or a Subsidiary of the Company in the Ordinary Course of Business;

(x) negotiated or entered into any labor agreement, collective bargaining agreement, or any other labor-related agreement or arrangement with any labor union, labor organization, with respect to any employee of the Company or any of its Subsidiaries, or recognized or certified any labor union, labor organization or group of employees as the bargaining representative of any employee of the Company or any of its Subsidiaries;

(y) initiated, settled, cancelled, compromised, released or provided a waiver with respect to any Action relating to the Company or any of its Subsidiaries involving more than $150,000 individually or $250,000 in the aggregate;

(z) with respect to the Company or any of its Subsidiaries (including for this purpose actions that would affect the Purchaser with respect to the Company or any of its Subsidiaries after the Closing), changed the Tax residency of the Company or any of its Subsidiaries, made or changed any material Tax election in a manner inconsistent with the Ordinary Course of Business, settled or

compromised any Action in respect of material Taxes, changed any Tax accounting period or method of Tax accounting, filed any Tax Return in a manner inconsistent with the Ordinary Course of Business, entered into any material Tax sharing or similar agreement (other than Contracts entered into with third parties in the Ordinary Course of Business the primary purpose of which is not Taxes), filed any amended Tax Return, surrendered any right to a material Tax refund, or extended or waived the statute of limitations applicable to any material Tax claim or assessment; or

(aa) committed, whether orally or in writing, to do any of the foregoing.

3.7 Title to Properties.

(a) Except as set forth on Schedule 3.7(a), the Company and each of its Subsidiaries owns good title to, or holds pursuant to valid and enforceable leases, all of the tangible personal property shown to be owned or leased by it on the Latest Balance Sheet, free and clear of all Liens, except for Permitted Liens. Except as set forth on Schedule 3.7(a), the assets, properties (including real property), and rights of the Company and its Subsidiaries, and the employment of the employees of the Company and its Subsidiaries (including those employees set forth on Schedule 3.17(a)), in the aggregate(i) constitute all of the material assets, properties (including real property), and rights used in the conduct of the Business as conducted as of the date of this Agreement, and (ii) are sufficient for the conduct of the Business immediately after the Closing in all material respects in the same manner as conducted immediately prior to the Closing. All machinery, equipment, and other tangible assets and properties owned or leased by the Company or any of its Subsidiaries, or which any of the Company or any of its Subsidiaries has a right to use (including all buildings, structures, improvements, fixtures, building systems, and all components thereof included in the Leased Real Property (the "Improvements")), (i) are in good working order, operating condition, and state of repair (ordinary wear and tear excepted), (ii) are, to the extent leased (including the Leased Real Property), in all material respects in the condition required of such assets or properties by the terms of the lease applicable thereto, and (iii) have been maintained in the Ordinary Course of Business and, to the extent applicable, in accordance in all material respects with applicable manufacturer guidelines and recommendations, and no maintenance on any such assets or properties has been deferred in contemplation of the transactions contemplated by this Agreement. Except as set forth on Schedule 3.7(a), to the Company's knowledge, there are no material structural deficiencies or latent defects affecting any of the Improvements.

(b) Schedule 3.7(b) contains a correct and complete list, as of the date hereof, of all real property leased, subleased, licensed or occupied by the Company or any of its Subsidiaries (as lessee, sublessee or licensee as applicable) (the "Leased Real Property") and a description of each lease, sublease, license or other agreement under which the Company or any of its Subsidiaries leases, subleases or otherwise occupies the Leased Real Property, as the same may have been amended, supplemented or otherwise modified from time to time (the "Leases"). The Seller has delivered to the Purchaser a true, complete and correct copy of each Lease. With respect to each Lease, (i) the Company has a good and valid leasehold, subleasehold, or license interest in the underlying Leased Real Property and such Lease is in full force and effect, (ii) the Company is not, and to the knowledge of Seller, no other party to such Lease is in breach thereof or default thereunder and (iii) there does not exist under such Lease any event which, with the giving of notice or lapse of time, would constitute such a breach or default by the Company or any of its Subsidiaries or, to the knowledge of the Seller, any other party thereto.

(c) Neither the Company nor any of its Subsidiaries owns any real property and, since the Acquisition Date, neither the Company nor any of its Subsidiaries has owned any real property.

(d) Neither the Company nor any of its Subsidiaries has (i) subleased, licensed or granted any occupancy right in any of the Leased Real Property (or any portion thereof) to any Person, or (ii) pledge, mortgaged, deeded in trust, collaterally assigned or similarly encumbered any interest in the Leases, which lease, sublease, license, pledge, mortgage, deed of trust, assignment or encumbrance is presently in effect.

(e) Except for the Leased Real Property, neither the Company nor any of its Subsidiaries presently occupy, or is legally obligated for, nor has an interest in, or otherwise uses on a continuous basis, any Real Property.

(f) The Leased Real Property is in adequate condition, reasonable wear and tear excepted, and has been maintained by the Company (to the extent such maintenance is the Company's obligation under any Lease) in a manner materially consistent with standards required in the Leases.

(g) Except as set forth on Schedule 3.7(g), all initial construction and installation work required of the Company or any of its Subsidiaries under the Leases has been fully performed, paid for, and accepted.

(h) Neither the Company nor any of its Subsidiaries owes any brokerage or leasing commissions or other compensation with respect to or on account of any of the Leases or any extension or renewal thereof.

3.8 Tax Matters.

(a) Except as set forth on Schedule 3.8(a), the Company and its Subsidiaries have filed all income Tax Returns and all other material Tax Returns which are required to be filed by them (taking into account any extensions of time to file), and such Tax Returns are correct, complete and accurate in all material respects. All Taxes due and payable by the Company and the Subsidiaries have been paid, whether or not shown on such Tax Returns, and all Taxes not yet due and payable have been properly accrued on the Company's books and records.

(b) Except as set forth on Schedule 3.8(b), the Company and its Subsidiaries have timely and properly withheld and paid all Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, member, or other third party, and complied with all information reporting (including Internal Revenue Service Forms W-2 and 1099) and backup withholding requirements, including maintenance of required records with respect thereto.

(c) There are no Liens (other than Permitted Liens) for Taxes upon any assets of the Company or its Subsidiaries.

(d) Neither the Company nor any of its Subsidiaries has been a member of an Affiliated Group other than a group the common parent of which is the Company, and neither the Company nor or any of its Subsidiaries has liability for the Taxes of any Person under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or foreign law), as a transferee or successor, by Contract, or otherwise.

(e) No deficiency for any Taxes has been proposed, asserted or assessed in writing against the Company or its Subsidiaries that has not been resolved and paid in full, and the Company or its Subsidiaries have not received in writing any request for information related to Tax matters that has not been resolved. No waiver, extension or comparable consent given by the Company Entities regarding

the application of the statute of limitations with respect to any Taxes or Tax Returns is outstanding, nor is any request for any such waiver or consent pending (other than automatic extensions for filing Tax Returns consistent with past practice). There is no pending Tax audit or other administrative proceeding or court proceeding with regard to any Taxes or Tax Returns of any of the Company or its Subsidiaries, nor has there been any notice to any of the Company or its Subsidiaries by any taxing authority regarding any such audit or other proceeding.

(f) Neither the Company nor any of its Subsidiaries has distributed stock of another Person, or has had its stock distributed by another Person, in a transaction that was purported or intended to be governed in whole or in part by Code §355 or Code §361.

(g) Neither the Company nor any of its Subsidiaries has participated in a reportable transaction within the meaning of Section 6707A(c) of the Code or Treas. Reg. § 1.6011-4.

(h) Neither the Company nor any of its Subsidiaries is a party to or bound by any Tax allocation or sharing agreement (other than any agreement entered into in the Ordinary Course of Business, the primary purpose of which is not Taxes).

(i) All transactions that could give rise to an underpayment of Tax (within the meaning of Section 6662 of the Code) were reported by the Company and its Subsidiaries in a manner for which there is substantial authority or were adequately disclosed on its Tax Returns as required in accordance with Section 6662(d)(2)(B) of the Code.

(j) No claim has been made in writing by a taxing authority in a jurisdiction where any of the Company or its Subsidiaries do not file Tax Returns that it is or may be subject to taxation by that jurisdiction.

(k) Neither the Company nor any of its Subsidiaries has requested or received a ruling from any governmental entity or signed any binding agreement with any governmental entity that might affect the amount of Tax due from the Company or its Subsidiaries after the Closing Date. No power of attorney with respect to Taxes has been executed or filed with any governmental entity by or on behalf of the Company or its Subsidiaries.

(l) Each of the Company and its Subsidiaries has delivered or made available to Purchaser correct and complete copies of all income and other material Tax Returns, examination reports and statements of deficiencies filed by, assessed against, or agreed to by the Company or its Subsidiaries.

(m) Neither the Company nor any of its Subsidiaries is required to include any amount in taxable income, exclude any item of deduction or loss from taxable income, or make any adjustment under Section 481(a) of the Code for any taxable period (or portion thereof) ending after the Closing Date as a result of any (i) installment sale or open transaction disposition made on or prior to the Closing Date, (ii) prepaid, advance payment, or deposit amount received or deferred revenue accrued on or prior to the Closing Date, (iii) improper use of accounting method or change in method of accounting for a taxable period ending on or prior to the Closing Date, (iv) "closing agreement" as described in Section 7121 of the Code (or any similar provision of state, local or foreign income Tax laws) executed on or prior to the Closing Date, or (v) deferred intercompany gain or excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding provision of state, local or foreign Tax law), and to the Knowledge of Seller, the IRS has not proposed in writing any such adjustment or change in accounting method.

(n) Except as set forth on Schedule 3.8(n), neither the Company nor any of its Subsidiaries is party to any agreement, contract, arrangement or plan that has resulted in or could result, separately or in the aggregate, in the payment of any "excess parachute payment" within the meaning of Section 280G of the Code, and the consummation of the transactions contemplated by this Agreement will not be a factor causing payments to be made that are not deductible (in whole or in part) as a result of the application of Section 280G of the Code.

(o) There are currently no limitations on the utilization of net interest expense deductions, or similar items, of the Company or its Subsidiaries under Section 163 of the Code.

(p) Neither the Company nor any of its Subsidiaries is required to include any amount within their U.S. taxable income for the current or any future tax period by reason of Section 951(a) of the Code including, without limitation, any currently owing, accrued or deferred items of income pursuant to Section 965 of the Code, arising from actions or events occurring on or before the Closing Date.

(q) Neither the Company nor any of its Subsidiaries is subject to Tax in any non-U.S. jurisdiction (or any political subdivision thereof) by virtue of having a permanent establishment in, fixed place of business in, nexus with or otherwise with respect to any such non-U.S. jurisdiction.

(r) The Company and its Subsidiaries are in compliance with all applicable transfer pricing Laws (including Section 482 of the Code and its corresponding Treasury Regulations and any corresponding or similar provision of state, local or non-U.S. Law), including the maintenance of contemporaneous documentation substantiating the transfer pricing practices and methodology of the Company and its Subsidiaries.

(s) Neither the Company nor any of its Subsidiaries has (i) received or claimed any Tax credits under Sections 7001 through 7005 of the Families First Act, and (ii) has received or claimed any Tax credits under Section 2301 of the CARES Act.

(t) Each of the Company and its Subsidiaries is, and has been since its inception, a C corporation for U.S. federal income Tax purposes other than Ibex Motion, LLC, which is a disregarded entity. Other than equity interests in one of the Subsidiaries, neither the Company nor any of its Subsidiaries owns (directly or indirectly) any equity interests in any other Person. Neither the Company nor any of its Subsidiaries is a party to any joint venture, partnership, other arrangement or contract which may reasonably be expected to be treated as a partnership for federal income Tax purposes.

3.9 Contracts and Commitments.

(a) Schedule 3.9(a) sets forth a complete and correct list of the following Contracts, to which the Company or any of its Subsidiaries is party or by which any of their respective assets or properties are bound (together with each other Contract made available to Purchaser to which the Company or any of its Subsidiaries is a party or by which any of its respective assets or properties are bound, collectively, the "Material Contracts"):

(i) any collective bargaining agreement or other Contract with any labor union;

(ii) any Contract for the employment or engagement of any officer or individual employee or individual independent contractors on a full-time or part-time basis providing for annual compensation in excess of $250,000;

(iii) any Contract providing for change in control benefits or a retention bonus, transaction completion bonus, or other similar payment, including as a result of this Agreement or the transactions contemplated by this Agreement;

(iv) any Contract relating to the incurrence, assumption or guarantee of any Indebtedness or imposing a Lien (other than a Permitted Lien) on any of the assets or properties of the Company or any of its Subsidiaries;

(v) any lease or agreement under which the Company or any of its Subsidiaries is lessee of, or holds or operates any personal property owned by any other party, for which the annual rental payments exceed $250,000;

(vi) any lease or agreement under which the Company or any of its Subsidiaries is lessor of, or permits any third party to hold or operate any personal property owned or controlled by the Company or any of its Subsidiaries, for which the annual rental payments exceed $250,000;

(vii) any Lease;

(viii) any Contract with a Material Customer or a Material Supplier;

(ix) any partnership, joint venture, shareholder, investment, or similar Contract involving the sharing of profits;

(x) any Contract providing for any commitment with respect to any capital expenditures of the Company or any of its Subsidiaries that are in excess of $500,000;

(xi) any Contract containing covenants of the Company or any of its Subsidiaries prohibiting or limiting the right of the Company or any of its Subsidiaries to (A) compete in any line of business, (B) acquire any product or other asset or any services from any Person, (C) sell, transfer, pledge, or otherwise dispose of any product or other asset, (D) perform any services for any Person, (E) solicit the services or employment of any Person, or (F) prohibit or restrict the ability to conduct business with any Person or in any geographical area;

(xii) any Contract for the disposition of any material assets or properties of the Company and its Subsidiaries, outside the Ordinary Course of Business;

(xiii) any agreements relating to any completed material business acquisition by the Company or any of its Subsidiaries (x) since the Acquisition Date, or (y) pursuant to which the Company or any of its Subsidiaries has any continuing obligations;

(xiv) any Contract or plan (including any profits interest, stock option, merger and/or stock bonus plan) for the issuance, sale, grant, exercise, award, purchase, repurchase or redemption, vesting, or voting of any of the Capital Stock of the Seller or any of its Affiliates, or the grant of a profits interest, stock option, or similar equity interest, or any warrants, convertible notes, or other rights to purchase or otherwise acquire any such Capital Stock or other securities, or options, warrants, or other rights therefor, related to or for the benefit of any employee of the Company or any of its Subsidiaries;

(xv) material license agreement granting a third party a license to material Intellectual Property owned by the Company or any of its Subsidiaries, or otherwise relating to the use in the Business of any third party Intellectual Property;

(xvi) material license agreement granting the Company or any of its Subsidiaries a license to material Intellectual Property owned by a third party that is or held for use in the Business ("Licensed Intellectual Property"), excluding any licenses for commercially and widely available unmodified off-the-shelf software;

(xvii) any Contract relating to loans to any employee of the Company or any of its Subsidiaries, director or other individual service provider (other than loans and advances under a Tax qualified retirement plan in the Ordinary Course of Business);

(xviii) any Contract relating to the settlement or conciliation of any Action in the last three years and providing for payment by the Company or an of its Subsidiaries of more than $250,000 or pursuant to which the Company or an of its Subsidiaries will have any outstanding monetary obligation after the date of this Agreement;

(xix) any Affiliate Agreement;

(xx) any other Contract or group of related Contracts reasonably expected to result in the payment to the Company or any of its Subsidiaries by any other Person of more than $1,000,000 in any twelve (12) month period; and

(xxi) any other Contract or group of related Contracts reasonably expected to result in the payment by the Company or any of its Subsidiaries to any Person of more than $1,000,000 in any twelve (12) month period.

(b) The Company has made available to the Purchaser a complete and correct copy of all written Contracts which are referred to on Schedule 3.9(a), together with all amendments, exhibits, annexes, schedules or other supplements thereto, and the Company has made available to Purchaser a complete and correct summary of the material terms of any oral Contracts which are referred to on Schedule 3.9(a).

(c) Neither the Company nor any of its Subsidiaries is in default in any material respect under any Material Contract. Each Material Contract is in full force and effect and is the valid, legal and binding obligation on the Company or the Company's Subsidiary that is a party to it and enforceable in accordance with its terms against the Company or such Subsidiary and, to the Company's knowledge, each other party thereto, subject to the Bankruptcy Equity Exception. The Company and its Subsidiaries and their respective Affiliates and, to the Company's knowledge, each other party thereto, are not in default or breach in any material respect of its obligations under any Material Contract, and to the Company's knowledge, no event has occurred which, with or without notice, lapse of time, or both, would reasonably be expected to result in a breach or default under any Material Contract, or give any Person the right to cancel, modify, or terminate any Material Contract. Except as set forth on Schedule 3.8(c), none of the Company or any of its Subsidiaries has provided, or has received any written or, to the Company's knowledge, oral, notice of termination, cancellation, non-renewal or material modification with respect to any Material Contract.

3.10 Intellectual Property.

(a) Schedule 3.10(a) is a correct and complete listing of the Intellectual Property owned by the Company or its Subsidiaries (the "Owned Intellectual Property"), including all: (i) patents and patent applications; (ii) trademark registrations and applications; (iii) uniform resource locators, domain names and social media accounts; (iv) copyright registrations and applications; and (v) material unregistered trademarks.

(b) The Company or its Subsidiaries, as the case may be, own and possess all right, title and interest in and to the Owned Intellectual Property. The Company or its Subsidiaries are the owner of, or have sufficient rights to display or make available, all content, data, and other information displayed or made available, as applicable, on all websites associated with any domain name included in the Owned Intellectual Property.

(c) Except as set forth on Schedule 3.10(c), neither the Company nor any of its Subsidiaries has received any written notices from any third party and there are no legal proceedings asserted, pending, or threatened with respect to infringement of any third party Intellectual Property by the Company or any of its Subsidiaries.

(d) Except as set forth on Schedule 3.10(d), neither the Company nor any of its Subsidiaries is currently infringing the Intellectual Property of any third party in any material aspect and, to the Company's knowledge, no third party is currently infringing any Intellectual Property owned by the Company or any of its Subsidiaries.

(e) The Owned Intellectual Property and the Licensed Intellectual Property constitutes all the Intellectual Property used in or necessary for the conduct of the Business as currently conducted, and is sufficient for such purposes.

(f) All officers, directors, employees, agents, consultants and contractors of the Company and its Subsidiaries who have contributed to or participated in the conception or development, or both, of the Owned Intellectual Property have either (i) conceived or developed the Intellectual Property within the scope of their employment and/or been a party to "work-made-for-hire" arrangements or agreements with the Company or its Subsidiaries complying with applicable national and state law that has accorded the Company and its Subsidiaries full, effective, exclusive and original ownership of all tangible and intangible property thereby arising, or (ii) executed appropriate assignments in favor of the Company and its Subsidiaries that have conveyed to the Company and its Subsidiaries full, effective and exclusive ownership of all tangible and intangible property arising in connection with the scope of their services to the Company and its Subsidiaries.

(g) The Company and its Subsidiaries take and have taken commercially reasonable actions at least consistent with industry-standard practice to protect the confidentiality, integrity and security of all trade secrets and confidential information stored or contained in the Owned Intellectual Property or transmitted thereby from any unauthorized use, access, disclosure, destruction or modification, and no such use, access, disclosure, destruction or modification has occurred. The Company and its Subsidiaries have at all times enforced a policy of requiring officers, directors, employees, agents, consultants and contractors to execute proprietary information, confidentiality and assignment agreements protecting the secrecy, confidentiality and value of such trade secrets or confidential information. The documentation relating to all material trade secrets of the Company and its Subsidiaries is current, accurate and sufficient in detail and content to identify and explain such trade secrets and to allow their full and proper use in the Business without reliance on the knowledge or memory of any individual.

(h) The Owned Intellectual Property is subsisting, valid, enforceable and in full force and effect, and has not expired or been cancelled or abandoned. No Owned Intellectual Property

is subject to any outstanding consent, settlement, decree, order, injunction, judgment, or ruling restricting the use of such Intellectual Property or that would impair the validity or enforceability of such Intellectual Property. There are no Liens on the Owned Intellectual Property except Permitted Liens.

3.11 Litigation. Except as set forth on Schedule 3.11, there are no, and since the Acquisition Date there has not been any, material Actions pending or, to the Company's knowledge, threatened by or against the Company, any of its Subsidiaries or the Seller (in relation to the Business), at law or in equity, or before or by any Governmental Authority. The Company and its Subsidiaries are not subject to, and since the Acquisition Date have not been subject to, any outstanding material order, writ, injunction or decree.

3.12 Employee Benefit Plans.

(a) Schedule 3.12(a) sets forth a true and complete list of all material Plans. For purposes of this Agreement, the term "Plans" means any "employee benefit plans" (as defined under Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")), bonus, equity or equity-based, deferred compensation or other material employee benefit plans, programs or arrangements that are sponsored or maintained by the Company or any of its Subsidiaries, other than any offer letter or other employment agreement that does not provide for severance and/or change in control payments. Each of the Plans that is intended to be qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code") has received a favorable determination letter from the Internal Revenue Service or is a prototype or pre-approved plan that is entitled to rely on an opinion letter issued by the Internal Revenue Service to the prototype plan sponsor regarding qualification of the form of the prototype or pre-approved plan. There is no circumstance that could reasonably be expected to result in the revocation of such favorable determination letter, opinion letter or advisory letter. Each Plan complies in form and in operation in all material respects with its terms and the requirements of applicable Laws, including the Code and ERISA.

(b) All contributions, premiums, fees or charges due and owing to or in respect of any Plan for periods on or before the Closing have been paid in full or properly accrued by the Company or its Subsidiaries prior to the Closing in accordance with the terms of such Plan and all applicable Laws, and no Taxes are owing as a result of any Plan. Neither the Company nor any of its Subsidiaries has engaged in a transaction in connection with which such Company or Subsidiary could reasonably be expected to become subject to either a civil penalty assessed pursuant to Section 409 or 502(i) of ERISA or a Tax imposed pursuant to Code Section 4975 or 4976. There are no pending or threatened in writing or, to the Company's knowledge, orally, investigations, claims, suits, grievances or other proceedings, and there are not facts that could reasonably give rise thereto, involving, directly or indirectly, any Plan, or any rights or benefits thereby (other than routine claims for benefits) by, on behalf of or against any of the Plans or any trusts related thereto.

(c) All reports and descriptions to the extent applicable (including Form 5500 annual reports, Forms 1094-C and 1095-C, summary annual reports, summaries of benefits and coverage and summary plan descriptions) have been timely filed and distributed in accordance with the applicable requirements of ERISA and the Code with respect to each Plan.

(d) The Company has made available to the Purchaser true and complete copies of (i) the current version of each written Plan document, summary plan description, trust agreements, insurance contracts, individual agreements, service agreements, and all related contracts and documents with respect to each Plan, (ii) all pending applications for rulings, determinations, opinions, no action letters and the like filed with any governmental agency (including the DOL and the IRS), (iii) the most recent determination or opinion letter received from the Internal Revenue Service regarding the tax-qualified status

of any Plan, if any, (iv) the three most recent Form 5500 annual reports for each Plan to the extent such annual report is required under ERISA, and (v) all closing letters, audit finding letters, revenue agent findings and similar documents, within the three (3) years prior to the Closing Date.

(e) Neither the Company nor any of its Subsidiaries has made or committed to make any increase in contributions or benefits under any Plan that would become effective either on or after the Closing Date. No insurance policy or any other agreement affecting any Plan requires or permits a retroactive increase in contributions, premiums or other payments due thereunder.

(f) Neither the Company nor any of its Subsidiaries maintains, sponsors, contributes or has any material liability under (i) any employee benefit plan that is subject to Title IV of ERISA or (ii) any "multiemployer plan" (as such term is defined under Section 3(37) of ERISA), and neither the Company nor any of its Subsidiaries has ever contributed to a multiemployer plan. No employer other than the Company and its Subsidiaries is permitted to participate or participates in the Plans. No leased employee (as defined in Section 414(n) of the Code) or independent contractors are eligible for, or participate in, any Plan.

(g) Neither the Company nor any of its Subsidiaries has any obligation to provide post-employment group health, life or other welfare benefits other than as required under Section 4980B of the Code or any comparable state Law. Schedule 3.12(g) sets forth a complete list of each individual who elected to continue any eligible Plan under Section 4980B of the Code or similar state Law including the name, Plans continued, the beginning date of continuation and expected end date.

(h) Except as set forth on Schedule 3.12(h), neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (i) result in any payment (including severance, termination, change in control payments, golden parachute, forgiveness of Indebtedness or otherwise) becoming due to current or former employees of the Company or any of its Affiliates (including any key employee) from the Company or any of its Affiliates under any employment agreements or Plan or otherwise; (ii) increase any benefits otherwise payable under any employment agreement or Plan or otherwise; or (iii) result in any acceleration of the time of payment or vesting of any such benefits.

(i) The Company and/or its Affiliates can terminate each Plan without further Liability to the Company and/or its Affiliates, other than benefits described in such Plans which vested prior to termination and other than costs in the normal course associated with terminating any Plans, including costs necessary to satisfy any notice periods described in such Plan documents or funding vehicles.

(j) All nonqualified deferred compensation plans (as defined in Section 409A(d)(1) of the Code) of the Company are in material compliance with Section 409A of the Code and neither the Plans nor this transaction will cause a participant in such Plans to be subject to the Tax imposed by Code Section 409A(a)(1)(B).

(k) Except as set forth on Schedule 3.12(k), each Plan has at all times complied in all material respects with all provisions of the Patient Protection and Affordable Care Act, to the extent applicable, including the employer shared responsibility provisions relating to the offer of "affordable" health coverage that provides "minimum essential coverage to "full-time" employees (as those terms are defined in Section 4980H of the Code and related regulations), and the payment of the applicable penalty, and the applicable employer information reporting provisions under Section 6055 of the Code and Section 6056 of the Code and related regulations.

(l) Except as set forth on Schedule 3.12(l), the Company is not reasonably expected to incur or be subject to, any material Tax, penalty or other liability that may be imposed under the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010, as amended. No action or omission of the Company or and Affiliate in any way restricts, impairs or prohibits the Company, any Affiliate or any successor from amending, merging, or terminating any Plan in accordance with the express terms of any such Plan and applicable Law.

3.13 Insurance. Schedule 3.13 contains a complete and correct list of all insurance policies under which the Company or of its Subsidiaries is a named insured or otherwise beneficiary of coverage (including the name of the insurer), including policies of fire, liability, workers' compensation, property, casualty and other forms of insurance owned or held by the Company and its Subsidiaries, but other than any policy related to a Plan. Except as set forth on Schedule 3.13, (i) neither the Company, nor any of the Company's Subsidiaries, has received any notice from the insurer under any insurance policy set forth on Schedule 3.13 disclaiming coverage, reserving rights with respect to a particular claim or such policy in general, or canceling or materially amending (including with respect to any material increase in premiums) any such policy, (ii) there is no claim, suit, or other matter currently pending in respect of which the Company or any of its Subsidiaries has received such a notice, there are no open claims with any insolvent insurers under any such policy, and neither the Company, nor any of the Company's Subsidiaries, has failed to give any notice or present any claims under any such policy in a due and timely fashion as required by the terms of such policy, (iii) no event has occurred which, with or without notice, lapse of time, or both, would constitute a breach or default or permit termination of any such policy, (iv) in the last five years, no policy limits of any such policies have been exhausted or materially eroded or reduced and insurance policies providing substantially similar insurance coverage have been in effect continuously, and (v) all premiums and other amounts due and payable on or prior to the date hereof for each insurance policy set forth on Schedule 3.13 have been duly paid, and all such policies or extensions or renewals thereof in the amounts described are valid, binding, and enforceable against the Company and its Subsidiaries who are parties thereto, and, to the Company's knowledge, the counterparties thereto, and are in full force and effect and, to the Company's knowledge, will be outstanding and duly in full force and effect without interruption until the Closing Date, and their termination is not threatened.

3.14 Compliance with Laws.

(a) Except as set forth on Schedule 3.14, the Company and each of its Subsidiaries is, and has been since the Acquisition Date, in compliance in all material respects with all applicable Laws.

(b) The Company and each of its Subsidiaries holds all material Permits, licenses, approvals, certificates and other authorizations of and from all, and have made all declarations and filings with, Governmental Authorities necessary for the lawful ownership and conduct of the Business as presently conducted (collectively, the "Material Permits") , and each such Material Permit is in full force and effect and the Company and its Subsidiaries are in compliance, in all material respects, with all such Material Permits, and all fees and charges due and payable on or prior to the date hereof with respect to such Material Permits have been duly paid in full. Since the Acquisition Date, neither the Company, nor any of the Company's Subsidiaries, has received any written or, to the Company's knowledge, oral notice of, or been formally charged by a Governmental Authority with, the violation in any material respect of any Laws or alleging that it is in default, breach, or violation in any respect of, or that seeks the revocation or termination of, any Material Permit.

(c) Except as set forth in Schedule 3.14(c), since the Acquisition Date, the Company has not (i) experienced any actual, alleged, or suspected material data breach or other security incident involving personal information in its possession or control or (ii) been subject to or received any

written, or to the Company's knowledge, oral notice of any audit, investigation, complaint, or other Action by any Governmental Authority or other Person concerning the Company's collection, use, processing, storage, transfer, or protection of personal information or actual, alleged, or suspected violation of any applicable Law concerning privacy, data security, or data breach notification, and, to the knowledge of the Company, there are no facts or circumstances that could reasonably be expected to give rise to any such Action.

3.15 Environmental Compliance and Conditions.

(a) The Company and its Subsidiaries have obtained and possess all material Permits, licenses and other authorizations required under any Laws or regulations concerning occupational health and safety, human health, natural resources, pollution or protection of the environment that were enacted and in effect on or prior to the Closing Date, including all such Laws and regulations relating to the emission, discharge, Release or threatened Release of any chemicals, petroleum, pollutants, contaminants or hazardous or toxic materials, substances or wastes (including per- and poly-fluoroalkyl substances, petroleum and asbestos and including any chemicals, materials or substances defined or prescribed, either alone or in any combination, in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "hazardous constituents", "restricted hazardous materials", "extremely hazardous substances", "toxic substances", "contaminants", "pollutants", "toxic pollutants", "dangerous goods", "wastes", "deleterious substances", "special waste", "radioactive", or words of similar meaning and regulatory effect under any Law or regulation concerning occupational health and safety, human health, natural resources, pollution or protection of the environment) (collectively, "Hazardous Substances")into ambient air, surface water, groundwater or lands or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of any Hazardous Substances ("Environmental and Safety Requirements"). All such Permits, licenses and other authorizations are (i) listed on Schedule 3.15(a), (ii) valid and in good standing, and there has been no cancellation, revocation, material violation, defaults or material breaches thereunder on the part of the Company or any of its Subsidiaries, and (iii) in full force and effect and no suspension or cancellation thereof is pending, threatened in writing, or to the Knowledge of the Seller, threatened orally. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, cancellation, suspension, lapse or limitation of any such Permits, licenses or other authorizations.

(b) Except as set forth on Schedule 3.15(b), the Company and its Subsidiaries are, and since the Acquisition Date have been, in compliance in all material respects with all terms and conditions of such Permits, licenses and authorizations required under Environmental and Safety Requirements and are, and since the Acquisition Date have been, also in compliance in all material respects with all other Environmental and Safety Requirements.

(c) Except as set forth on Schedule 3.15(c), neither the Company nor any of its Subsidiaries has received, since the Acquisition Date, any written, or to the Company's knowledge oral, notice of actual or alleged non-compliance, violations or liabilities arising under Environmental and Safety Requirements, including any investigatory, remedial or corrective obligation, relating to the Company and its Subsidiaries or their facilities and arising under Environmental and Safety Requirements. Since the Acquisition Date, neither the Company nor any of its Subsidiaries has settled any allegation of material non-compliance, violation or liability under any Environmental and Safety Requirement.

(d) Neither the Company nor any of its Subsidiaries has contractually assumed any liability under any Environmental and Safety Requirement, or contractually indemnified another party for any liability under any Environmental and Safety Requirement.

(e) Neither the Company nor any of its Subsidiaries has caused, permitted or arranged the generation, manufacturing, refining, treatment, transportation, storage, handling, Release, transfer, production, disposal or processing of, or any exposure of any person to, any Hazardous Substances, except in material compliance with and as would not be expected to give rise to material liability under, any Environmental and Safety Requirement.

(f) There are no Hazardous Substances at, on, in, under, to or from the Leased Real Property that would reasonably be expected to result in a material liability of the Company or any of its Subsidiaries under any Environmental and Safety Requirement.

(g) Copies of all material reports and documents relating to environmental matters, including environmental site assessments, studies and reports, affecting the Company or any of its Subsidiaries, or any Leased Real Property, which are in the possession of the Seller, the Company or any of its Subsidiaries, have been made available to the Purchaser.

3.16 Affiliated Transactions. Except as set forth on Schedule 3.16 and except with respect to any Plan, no officer, director or Affiliate of the Company or any of its Subsidiaries or, to the Company's knowledge, any individual in such officer's or director's immediate family is a party to any material Contract with the Company or any of its Subsidiaries or has any material interest in any material property used by the Company and its Subsidiaries (each such Contract, an "Affiliate Agreement").

3.17 Employees.

(a) Schedule 3.17(a) sets forth the names of all employees, contractors, and consultants who are currently, or have within the last twelve (12) months, performed services on behalf of the Company or any of its Subsidiaries. For each individual identified, Schedule 3.17(a) contains the (i) title, (ii) most recent rate of compensation, (iii) date of hire or date of contracting, (iv) termination date (if applicable), (v) indication of full- or part-time status, and (vi) for employees, whether they are exempt or non-exempt from federal and state overtime requirements. Each individual identified on Schedule 3.17(a) has at all times been properly classified as a contractor or employee and those classified as employees have been properly classified and paid as exempt or non-exempt from overtime pay. The Company has paid or made provision for payment of all amounts payable by the Company to any individual required to be identified on Schedule 3.17(a) accrued through the Closing Date.

(b) Except as set forth on Schedule 3.17(b), since the Acquisition Date: (i) none of the Company's nor any Subsidiary's employees has been nor is subject to a collective bargaining agreement and no collective bargaining agreements are currently being negotiated by the Company or any of its Subsidiaries; (ii) neither the Company nor any of its Subsidiaries has experienced any strike or material grievance, claim of unfair labor practices, or other collective bargaining dispute, and no such dispute is presently underway or, to the Company's knowledge, threatened; (iii) to the Company's knowledge, no organizational effort is presently being made or threatened by or on behalf of any labor union with respect to employees of the Company or any of its Subsidiaries and no such effort has occurred; and (iv) neither the Company nor any of its Subsidiaries has received notification of any material grievances, complaints or charges that have been filed against the Company or any of its Subsidiaries under any dispute resolution procedure (including any proceedings under any dispute resolution procedure under any collective bargaining agreement) that have not been dismissed. Neither the Company nor any of its Subsidiaries has received written notice of pending or threatened changes of employment status with respect to (including resignation of) the senior management of the Company or its Subsidiaries.

(c) Except as set forth on Schedule 3.17(c), Company is, and has been since the Acquisition Date, in material compliance with all applicable laws related to employment and employment practices.

(d) Since the Acquisition Date, there have been no pending actions or audits brought against or involving the Company or any of its officers, directors, or managers by any employee, contractor or consultant of the Company, or by any Governmental Authority charged with enforcing employment laws.

3.18 Brokerage. Except for the fees and expenses of Harris Williams LLC that will be satisfied at Closing pursuant to Section 1.4(f), no broker, finder, financial advisor, investment banker, or other Person is entitled to any broker's, finder's, financial advisor's, investment banker's fee or commission or similar payment in connection with the transactions contemplated by this Agreement based upon arrangements or understandings (written or oral, express or implied) made, or Contracts entered into, by or on behalf of the Seller, the Company or their Affiliates.

3.19 Customers and Suppliers. Schedule 3.19 sets forth a complete and correct list of: (a) the ten largest customers of the Company and its Subsidiaries (measured by aggregate dollars billed) during the fiscal year ended December 31, 2022 (collectively, the "Material Customers"), and (b) the ten largest suppliers of materials, products, or services to the Company and its Subsidiaries (measured by aggregate dollars spent) during the fiscal year ended December 31, 2022 (collectively, the "Material Suppliers"). Except as set forth on Schedule 3.19, since December 31, 2022, no Material Customer or Material Supplier has cancelled, terminated, relinquished, waived, released, or materially adversely changed the pricing or any other material terms of its business relationship or any Contract with the Company or its Subsidiaries, or notified the Company or its Subsidiaries of any intent to do so.

3.20 Products. With respect to any express or implied warranty or guaranty as to goods sold, or services provided, by the Company or its Subsidiaries, there is no pending or, to the knowledge of the Company, threatened claim alleging any material breach thereof, other than as reserved against in the Financial Statements. Except as set forth on Schedule 3.20, each service provided or product manufactured, sold, or delivered by the Company or its Subsidiaries has been in material conformity with all service or product specifications in any applicable Contract, express or implied warranties and all applicable Laws. There are no claims pending or, to the knowledge of the Company, threatened against the Company or its Subsidiaries with respect to the quality of or absence of defects in such products or services of the Company or its Subsidiaries that would reasonably be expected to result in a material Liability to, or otherwise materially and adversely effect, the Company and its Subsidiaries (taken as a whole) (including any material claims or Actions for replacement of any products or any extraordinary product returns). Except as is not, and would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries (taken as a whole), since the Acquisition Date, there have been no material product recalls, withdrawals, or seizures with respect to any products of the Company and its Subsidiaries. Neither the Company nor any of its Subsidiaries have any material Liability to any Person in connection with the provision of products or services not reserved against in the Financial Statements.

3.21 Inventory; Accounts Receivable. All inventory (including finished goods inventory and work in process inventory) of the Company and its Subsidiaries (a) to the knowledge of the Company, consists, in all material respects, of a quality and quantity saleable or usable by the Business in the Ordinary Course of Business, (b) to the extent now on hand and purchased after the date of the Latest Balance Sheet, was purchased in the Ordinary Course of Business, and (c) has been valued in accordance with GAAP. All accounts receivable reflected on the Latest Balance Sheet have arisen in the Ordinary Course of Business, represent legal, valid, binding and enforceable obligations owed to the Company and

its Subsidiaries and are not, to the knowledge of the Company, subject to any contests, claims, counterclaims or setoffs.

3.22 Regulatory Matters.

(a) The Company and its Subsidiaries have no knowledge of any actual or threatened enforcement action or investigation by the Food and Drug Administration (the "FDA") or any other similar foreign Governmental Authority that has jurisdiction over the products or operations of the Company or its Subsidiaries. The Company or its Subsidiaries have no knowledge or reason to believe that the FDA or Governmental Authority is considering such action. The operation of the business of the Company and its Subsidiaries, including the manufacture, import, export, testing, development, processing, packaging, labeling, or storage of all medical devices is, and at all times has been, in material compliance with all applicable Laws and permits.

(b) All material reports, documents, claims, permits and notices required to be filed with, maintained for or furnished to the FDA or Governmental Authority have been so filed, maintained or furnished by the Company or its Subsidiaries. All such reports, documents, claims and notices were complete and accurate in all material respects on the date filed or furnished (or were corrected in or supplemented by a subsequent filing), such that no liability exists with respect to such filing, and remain complete and accurate.

(c) The Company or its Subsidiaries have not received any FDA Form 483, notice of adverse finding, Warning Letters, untitled letters or other correspondence or notice from the FDA or Governmental Authority alleging or asserting noncompliance with any applicable laws or permits, including without limitation all good manufacturing practices and quality systems regulation regulations, and the Company and its Subsidiaries have no knowledge or reason to believe that the FDA or any other Governmental Authority is considering such action.

(d) The Company and its Subsidiaries are not registered or listed as the manufacturer of record for any medical device with the FDA, and no medical devices are marketed, promoted, or sold by or on behalf of the Company or its Subsidiaries.

(e) The Company and its Subsidiaries have not either voluntarily or involuntarily initiated, conducted or issued, or caused to be initiated, conducted or issued, any recall, field notifications, field corrections, market withdrawal or replacement, safety alert, warning, "dear doctor" letter, investigator notice, safety alert or other notice or action relating to an alleged lack of safety, efficacy or regulatory compliance of any medical device. The Company and its Subsidiaries are not aware of any facts which are reasonably likely to cause (i) the recall, market withdrawal or replacement of any medical device manufactured by the Company or its Subsidiaries, or (ii) any enforcement action affecting any of the Company's or the Company's Subsidiaries' manufacturing facilities. The Company and its Subsidiaries have not received any written notice that the FDA or any other Governmental Authority has commenced, or threatened to initiate, any action to enjoin the manufacture or distribution of any medical device produced at any facility where any medical device is manufactured, tested, processed, packaged or held for sale.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE SELLER

Except as set forth in the Disclosure Schedules, the Seller represents and warrants to the Purchaser as follows:

4.1 Organization and Power. The Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, and has full limited liability company power and authority to enter into this Agreement and each Transaction Document to which it is or will be a party, to perform its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby.

4.2 Authorization; Valid and Binding Agreement. The execution, delivery and performance of this Agreement and each of the Transaction Documents to which the Seller is or will be a party, and the performance by the Seller of its obligations hereunder and thereunder (including the consummation of the transaction contemplated hereby and thereby) have been (or with respect to the Transaction Documents to which the Seller is or will be a party, will be at or prior to the Closing) duly authorized by all necessary corporate (or equivalent) action on the part of the Seller and the Seller's Affiliates, and no other action, approval, or proceeding (including by its equityholders) on the part of the Seller or its Affiliates is necessary to authorize or enter into this Agreement and each of the Transaction Documents to which the Seller is or will be a party or to consummate the transaction contemplated hereby or thereby. This Agreement has been, and each of the Transaction Documents to which the Seller is or will be a party will be at or prior to the Closing, duly executed and delivered by the Seller and constitutes, or will constitute when executed, as applicable, valid, legal and binding obligations of the Seller, in each case (assuming that this Agreement has been, and each of the Transaction Documents to which the Seller is or will be a party will be, duly and validly authorized, executed and delivered by the other Persons party thereto at or prior to the Closing), enforceable against the Seller in accordance with each of their respective terms, except for the Bankruptcy and Equity Exception.

4.3 No Breach. The execution, delivery and performance by the Seller of this Agreement and the Transaction Documents to which the Seller is or will be a party does not, and the consummation of the transactions contemplated hereby or thereby do not and will not, with or without notice, lapse of time, or both (i) assuming that each of the consents, authorizations and approvals referred to in Schedule 3.3(c) (and any condition precedent to any such consent, authorization or approval has been satisfied) and each of the notices and filings referred to in Schedule 3.3(c) and under the HSR Act are made and any applicable waiting periods referred to therein have expired, violate any Law applicable to Seller, the Company or any of their Subsidiaries, (ii) conflict with or violate any of the provisions of the Seller's Governing Documents, (iii) result in any breach of, constitute a default under, violate, or result in the creation of any Lien upon any assets of the Company or its Subsidiaries under, any (A) Contract to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries is, or any of its assets or properties are, bound, (B) Lease, or (C) Permit of the Business, or (iv) conflict with, or result in the creation of any Lien upon, any of the Interests or any of the assets or properties of the Company and its Subsidiaries, except, in the case of clauses (iii) or (iv), as would not be or reasonably be expected, individually or in the aggregate, to be material to the Business or otherwise have a material adverse effect on the ability of the Seller to perform any of its material obligations under this Agreement.

4.4 Governmental Consents. The Seller is not required to obtain any consent, approval or authorization of any Governmental Authority or submit any notice, report or other filing with any Governmental Authority in connection with the execution, delivery or performance by it of this Agreement or the consummation of the transactions contemplated hereby, other than any such consents, approvals, authorizations, notices or filings (a) required under the HSR Act, (b) that may be required by reason of the Purchaser's participation in the transactions contemplated hereby or (c) the failure of which to obtain would not, individually or in the aggregate, be material to the Business or have a material adverse effect on the ability of the Seller to perform any of its material obligations under this Agreement.

4.5 Litigation. There are no Actions pending or, to the Company's knowledge, threatened against the Seller at law or in equity, or before or by Governmental Authority, which would

have, or would reasonably be expected to have, a material adverse affect on the Seller's ability to consummate the transactions contemplated by this Agreement, or otherwise prevent or materially delay the Closing.

4.6 Ownership. The Seller is the record owner of the Interests.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Seller and the Company as follows:

5.1 Organization and Power. The Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Michigan, and has full corporate power and authority to enter into this Agreement and each Transaction Document to which it is or will be a party, to perform its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby.

5.2 Authorization: Valid and Binding Agreement. The execution, delivery and performance of this Agreement and each of the Transaction Documents to which the Purchaser is or will be a party, and the performance by the Purchaser of its obligations hereunder and thereunder (including the consummation of the transaction contemplated hereby and thereby) have been (or with respect to the Transaction Documents to which the Purchaser is or will be a party, will be at or prior to the Closing) duly authorized by all necessary corporate (or equivalent) action on the part of the Purchaser and the Purchaser's Affiliates, and no other action, approval, or proceeding (including by its equityholders) on the part of the Purchaser or its Affiliates is necessary to authorize or enter into this Agreement and each of the Transaction Documents to which the Purchaser is or will be a party or to consummate the transaction contemplated hereby or thereby. This Agreement has been, and each of the Transaction Documents to which the Purchaser is or will be a party will be at or prior to the Closing, duly executed and delivered by the Purchaser and constitutes, or will constitute when executed, as applicable, valid, legal and binding obligations of the Purchaser, in each case (assuming that this Agreement has been, and each of the Transaction Documents to which the Purchaser is or will be a party will be, duly and validly authorized, executed and delivered by the other Persons party thereto at or prior to the Closing), enforceable against the Purchaser in accordance with each of their respective terms, except for the Bankruptcy and Equity Exception.

5.3 No Breach. The Purchaser is not subject to or obligated under its certificate or articles of incorporation, its bylaws (or similar organizational documents), any applicable law, or rule or regulation of any Governmental Authority, or any material agreement or instrument, or any license, franchise or permit, or subject to any order, writ, injunction or decree, which would be breached or violated in any material respect by the Purchaser's execution, delivery or performance of this Agreement or the consummation of the transactions contemplated hereby.

5.4 Governmental Consents. Except as set forth on Schedule 5.4, the Purchaser is not required to submit any notice, report or other filing with any Governmental Authority in connection with the execution, delivery or performance by it of this Agreement or the consummation of the transactions contemplated hereby, other than any such consents, approvals, authorizations, notices or filings (a) required under the HSR Act, (b) that may be required by reason of the Seller's participation in the transactions contemplated hereby or (c) the failure of which to obtain would not, individually or in the aggregate, have a material adverse effect on the ability of the Purchaser to perform any of its material obligations under this Agreement.

5.5 Litigation. There are no Actions pending or, to the Purchaser's knowledge, threatened against the Purchaser at law or in equity, or before or by Governmental Authority, which would have, or would reasonably be expected to have, a material adverse affect on the Purchaser's ability to consummate the transactions contemplated by this Agreement, or otherwise prevent or materially delay the Closing.

5.6 Brokerage. No broker, finder, financial advisor, investment banker, or other Person is entitled to any brokerage, finder's, financial advisor's or investment banker's fee or commission or similar payment in connection with the transactions contemplated by this Agreement based upon arrangements or understandings (written or oral, express or implied) made, or Contracts entered into, by or on behalf of the Purchaser or any Affiliate of the Purchaser for which the Seller, the Company or their respective Affiliates may become liable.

5.7 Investment Representation. The Purchaser is acquiring the Interests for its own account with the present intention of holding such securities for investment purposes and not with a view to, or for sale in connection with, any distribution of such securities in violation of any federal or state securities laws. The Purchaser is an "accredited investor" as defined in Regulation D promulgated by the Securities and Exchange Commission under the Securities Act of 1933, as amended. The Purchaser acknowledges that the Interests have not been registered under the Securities Act of 1933, as amended, or any state or foreign securities laws and that the Interests may not be sold, transferred, offered for sale, pledged, hypothecated or otherwise disposed of unless such transfer, sale, assignment, pledge, hypothecation or other disposition is pursuant to the terms of an effective registration statement under the Securities Act of 1933 and the Interests are registered under any applicable state or foreign securities laws or sold pursuant to an exemption from registration under the Securities Act of 1933, as amended, and any applicable state or foreign securities laws.

5.8 Financing. The Purchaser has and shall have at the Closing sufficient cash, available lines of credit or other sources of immediately available funds to make payment of all amounts to be paid by it hereunder on and after the Closing Date. The Purchaser affirms that it is not a condition to the Closing or to any of its obligations under this Agreement that the Purchaser obtains financing for the transactions contemplated by this Agreement.

5.9 Solvency. Assuming (i) the representations and warranties of the Company and the Seller contained in this Agreement are true in all material respects, (ii) the material compliance by the Seller and the Company with their respective obligations hereunder, and (iii) the representation and warranty below as if it were made with respect to the Company and its Subsidiaries as of the date hereof would be accurate, and immediately after giving effect to the transactions contemplated hereby, the Purchaser and the Company and its Subsidiaries (on a consolidated basis) (a) shall be able to pay their respective debts as they become due, (b) shall own property which has a fair saleable value greater than the amounts required to pay their respective debts (including a reasonable estimate of the amount of all contingent liabilities), and (c) the Purchaser, the Company and each of its Subsidiaries shall have adequate capital to carry on their respective businesses. No transfer of property is being made by the Purchaser, and no obligation is being incurred by the Purchaser in connection with the transactions contemplated by this Agreement, with the intent to hinder, delay or defraud either present or future creditors of the Purchaser or its Subsidiaries.

ARTICLE 6
COVENANTS OF THE COMPANY AND THE SELLER

6.1 Conduct of the Business.

(a) From the date hereof until the earlier of the Closing Date and the termination of this Agreement in accordance with Section 8.1, except as otherwise expressly provided for by this Agreement, required by Law or consented to in writing by the Purchaser (which consent will not be unreasonably withheld, conditioned or delayed), the Seller and the Company shall, and shall cause the Company's Subsidiaries to, (i) conduct the businesses of the Company and its Subsidiaries in the Ordinary Course of Business, (ii) use commercially reasonable efforts to preserve present relationships and goodwill with suppliers, customers, landlords, employees, agents and other Persons, in each case having business dealings with the Company or any of its Subsidiaries, (iii) use commercially reasonable efforts to maintain a cash balance such that the Company's Closing Cash remains greater than or equal to the Required Operating Cash amount, which cash shall be held in the Company's main checking account as of Closing; provided that, the foregoing notwithstanding, the Company and/or any of its Subsidiaries may use up to all available cash to repay any Closing Transaction Expenses or Indebtedness prior to the Closing, for distributions or dividends or for any other purpose, but only to the extent that the Company's Closing Cash remains greater than or equal to the Required Operating Cash amount.

(b) From the date hereof until the earlier of the Closing Date and the termination of this Agreement in accordance with Section 8.1, except as otherwise expressly provided for by this Agreement, required by Law or consented to in writing by the Purchaser (which consent will not be unreasonably withheld, conditioned or delayed), the Company will not, and will not permit any of its Subsidiaries to, intentionally take any action which, if taken after the date of the Latest Balance Sheet and prior to the date hereof, would have been required to be disclosed on Schedule 3.6 pursuant to Section 3.6. Notwithstanding anything to the contrary in this Section 6.1(b), the Company's and its Subsidiaries' failure to take any action prohibited by this Section 6.1(b) will not be a breach of Section 6.1(a).

6.2 Access to Books and Records. From the date hereof until the Closing Date, to the extent permitted by Law, the Company shall provide the Purchaser and its authorized representatives (the "Purchaser's Representatives") with reasonable access during normal business hours and upon reasonable notice to the offices, properties, books and records of the Company and its Subsidiaries in order for the Purchaser to have the opportunity to make such investigation as it shall reasonably desire; provided, however, that (i) such access shall not unreasonably interfere with the conduct of the businesses of the Company and its Subsidiaries and shall not extend to any sampling or analysis of soil, groundwater, building materials or other environmental media of the sort generally referred to as a Phase II environmental investigation, and (ii) the foregoing shall not apply with respect to any information the disclosure of which would, in the Company's reasonable discretion, waive any privilege, violate any Law or breach any duty of confidentiality owed to any Person. The Purchaser acknowledges that it remains bound by the Confidentiality Agreement, between Novanta, Inc. and the Seller dated September 16, 2023 (the "Confidentiality Agreement") and that all information it obtains as a result of access under this Section 6.2 shall be subject to the Confidentiality Agreement. The provision of any information pursuant to this Agreement by or on behalf of the Company shall not expand the remedies available hereunder to the Purchaser or its Affiliates under this Agreement in any manner.

6.3 Regulatory Filings.

(a) The Seller and the Company shall, as promptly as practicable (and, in the case of any filing pursuant to the HSR Act, no later than November 22, 2023), make or cause to be made all filings and submissions under any Laws applicable to the Seller the Company and its Subsidiaries for the consummation of the transactions contemplated herein (which filing under the HSR Act shall specifically request early termination of the waiting period prescribed by the HSR Act, if available). The Seller and the Company agree to use their reasonable best efforts to take, or cause to be taken, all actions necessary to expeditiously consummate the transactions contemplated by this Agreement, including using reasonable best efforts to make all necessary government filings required of it, provide any information

required for and cooperate with the Purchaser to make all regulatory filings contemplated in Section 7.4, respond to government requests for information, and otherwise obtain all necessary governmental, judicial or regulatory actions or non-actions, orders, waivers, consents, clearances, extensions and approvals. Notwithstanding the foregoing, the Seller shall not extend any waiting period under the HSR Act or enter into any agreement with a Governmental Authority with respect to the transactions contemplated by this Agreement, except with the prior written consent of the Purchaser (such consent not to be unreasonably withheld, conditioned or delayed).

(b) In furtherance of Section 6.3(a), the Seller and the Company shall (i) respond as promptly as practicable to any inquiries or requests received from any Governmental Authority for additional information or documentation and (ii) use reasonable best efforts to cause any applicable waiting periods or other requirements under the HSR Act and all other applicable antitrust and competition Laws to terminate or expire at the earliest possible date (including, if applicable, with respect to filings under the HSR Act, seeking "early termination" of the waiting period under the HSR Act, if available). The Seller and the Company shall (A) promptly notify the Purchaser of any written communication to the Seller, the Company or any of their Affiliates from any Governmental Authority and, subject to applicable Law and reasonable confidentiality considerations, permit the Purchaser to review in advance any proposed written communication to any of the foregoing (and consider in good faith the views of the Purchaser in connection therewith), (B) not agree to participate, or to permit its Affiliates to participate, in any substantive meeting or discussion with any Governmental Authority in respect of any filing, investigation or inquiry concerning this Agreement unless the Seller or the Company consults with the Purchaser in advance and, to the extent permitted by such Governmental Authority, gives the Purchaser the opportunity to attend and participate thereat and (C) furnish the Purchaser with copies of all correspondence, filings and communications (and memoranda setting forth the substance thereof) between the Seller, the Company and their Affiliates and each of their respective representatives, on the one hand, and any Governmental Authority and/or members of its staff, on the other hand, with respect to this Agreement. The Seller and the Company, on the one hand, and the Purchaser, on the other hand, shall fully coordinate their efforts and cooperate with regard to any inquiries or requests by a Governmental Authority. In fulfilling their obligations hereunder, to the extent reasonably required by privilege or confidentiality considerations, the parties may limit communications hereunder to the other parties' outside counsel only.

6.4 Conditions. The Company shall use commercially reasonable efforts to cause the conditions set forth in Section 2.1 to be satisfied and to consummate the transactions contemplated herein as soon as reasonably possible after the satisfaction of the conditions set forth in Article 2 (other than those to be satisfied at the Closing, but subject to the satisfaction of those conditions).

6.5 Exclusive Dealing. During the period from the date of this Agreement until the earlier of the Closing Date or the termination of this Agreement in accordance with Section 8.1, the Seller and the Company shall not take, and shall not permit any of their Affiliates, officers, directors, employees, representatives, consultants, financial advisors, attorneys, accountants or other agents to: (i) solicit, initiate discussions or engage in negotiations with any Person (whether such negotiations are initiated by the Seller, the Company, an Affiliate, a third party or otherwise), other than the Purchaser or its Affiliates, relating to the possible acquisition of any material portion of the equity or assets of the Company or any of its Subsidiaries (whether by way of merger, purchase of equity, purchase of assets, loan or otherwise) (an "Acquisition Transaction"); (ii) provide non-public information or documentation with respect to the Company or any of its Subsidiaries to any Person, other than the Purchaser or its Affiliates or its or their representatives, relating to an Acquisition Transaction; or (iii) enter into any definitive agreement with any Person, other than Purchaser or its Affiliates effecting an Acquisition Transaction. Immediately up execution of this Agreement, the Company shall, and shall cause its representatives to (x) terminate any and all existing discussions or negotiations with any Person other than Purchaser or its Affiliates regarding an Acquisition Transaction, and (y) request that each Person to which the Company has provided

confidential information relating to the Company and its Subsidiaries and has afforded access to, and engaged in discussions with, in connection with a proposed Acquisition Transaction, promptly return and/or destroy any such information in accordance with the terms of the non-disclosure agreement such Person entered into with the Company. The Seller and the Company further agree to promptly notify the Purchaser of the receipt of any oral or written offer, indication of interest, proposal, or inquiry relating to an Acquisition Transaction.

6.6 Further Actions. The Company shall take the actions set forth on Schedule 6.6.

6.7 Section 280G. If any individual may receive any payment or benefit that individually or in the aggregate would be a "parachute payment" under Section 280G of the Code in connection with the Transaction (either alone or in combination with any other event relating to the Closing), then prior to the Closing, the Company shall use its reasonable best efforts to obtain an enforceable written waiver from each such individual, pursuant to which the individual shall have irrevocably waived his or her rights to some or all of such payments and benefits so that all remaining such payments and benefits applicable to such individual shall not individually or in the aggregate constitute a "parachute payment" (such waived payments and benefits, the "Waived 280G Benefits"). Promptly following the execution of such waivers, and prior to the Closing, the Company shall solicit a vote of the Waived 280G Benefits from its stockholders in the manner provided under Section 280G(b)(5)(B) of the Code and its associated Treasury Regulations; provided, that in the event the Closing occurs prior to the completion of such solicitation process, such solicitation process shall be permitted to be completed within a reasonable period of time following the Closing such that eligible shareholders of the Company shall be entitled to submit a vote with respect to the Waived 280G Benefits within such reasonable period of time following the Closing. For the avoidance of doubt, in no event shall the occurrence of the Closing prior to the completion of such solicitation process or the completion of the solicitation process within a reasonable period of time following the Closing constitute a breach by the Company of the covenant contained in this Section 6.7. To the extent that any of the Waived 280G Benefits are not approved by the stockholders as contemplated above such Waived 280G Benefits shall not be made or provided in any manner. Following the completion of the solicitation process as contemplated above, the Company shall deliver to the Purchaser evidence that a vote of the stockholders was solicited in accordance with the foregoing provisions of this Section 6.7 and that either (A) the requisite number of votes was obtained with respect to the Waived 280G Benefits (the "280G Approval"), or (B) the 280G Approval was not obtained, and, as a consequence, the Waived 280G Benefits shall not be made or provided.

ARTICLE 7
COVENANTS OF THE PURCHASER

7.1 Access to Books and Records. From and after the Closing, the Purchaser shall, and shall cause the Company and each of its Subsidiaries to, provide the Seller and its authorized representatives with reasonable access (for the purpose of examining and copying), during normal business hours and upon reasonable notice, to the books and records of the Company and its Subsidiaries in connection with any reasonable request related to a period prior to the Closing; provided, however, that (i) such access shall not unreasonably interfere with the conduct of the business of the Purchaser, the Company or any of its Subsidiaries, and (ii) the foregoing shall not apply with respect to any information the disclosure of which would, in the Purchaser's reasonable discretion, waive any privilege, violate any Law or breach any duty of confidentiality of any Person. Unless otherwise consented to in writing by the Seller, the Purchaser shall not, and shall not permit the Company and each of its Subsidiaries to, for a period of seven years following the Closing Date, destroy, alter or otherwise dispose of any of the books and records of the Company or

any of its Subsidiaries for any period prior to the Closing Date without first giving reasonable prior notice to the Seller and offering to surrender to the Seller such books and records or any portion thereof which the Purchaser, the Company or any of its Subsidiaries may intend to destroy, alter or dispose of.

7.2 Director and Officer Liability and Indemnification.

(a) For a period of six years after the Closing Date, the Purchaser shall not, and shall not permit the Company or any of its Subsidiaries to, amend, repeal or modify any indemnification or exculpation provision in the Company's or any of its Subsidiaries' articles of incorporation, bylaws, certificate of formation, limited liability company agreement or other similar governing documents as in effect immediately prior to the Closing in any manner that would adversely affect the rights thereunder of individuals who, on or prior to the Closing, were directors, officers, managers, employees or holders of equity interests of the Company or its Subsidiaries (each, a "D&O Indemnitee"), unless required by applicable Law; provided, however, that with respect to any claim for indemnification by any Purchaser Indemnified Parties under Article 9 of this Agreement (the "Agreement Claims"), the D&O Indemnitees shall not be entitled to make any claim for indemnification for the Agreement Claims against any of the Purchaser, the Company, or any of their Subsidiaries or their Affiliates, by reason of the fact that such person was an employee, agent, manager, director and/or officer of the Company or any of its Subsidiaries.

(b) At the Closing, the Purchaser shall, or shall cause the Company to, obtain, maintain and fully pay for irrevocable "tail" insurance policies naming all D&O Indemnitees as direct beneficiaries with a claims period of at least six years from the Closing Date from an insurance carrier with the same or better credit rating as the Company's current insurance carrier with respect to directors' and officers' liability insurance in an amount and scope at least as favorable as the Company's existing policies with respect to matters existing or occurring at or prior to the Closing Date. For a period lasting from the date of this Agreement to the sixth anniversary of the Closing Date, the Purchaser shall not, and shall cause the Company and its Subsidiaries not to, cancel or change such insurance policies in any respect.

(c) If the Purchaser, the Company or any of its Subsidiaries or any of their respective successors or assigns (i) shall consolidate with, merge into or amalgamate with any other Person and shall not be the continuing or surviving corporation or entity of such consolidation, merger or amalgamation or (ii) shall transfer all or substantially all of its properties and assets to any Person, then, and in each such case, proper provisions shall be made so that the successors and assigns of the Purchaser and the Company and its Subsidiaries shall assume all of the obligations set forth in this Section 7.2. The provisions of this Section 7.2 are intended for the benefit of, and will be enforceable by, each and every current and former officer and director of the Company and its Subsidiaries and his or her heirs and representatives, and are in addition to, and not in substitution for, any other rights to indemnification or contribution that any such person may have had by contract or otherwise. The provisions of this Section 7.2 shall survive for a period of six years following the consummation of the Closing.

7.3 Employment and Benefit Arrangements.

(a) From and after the Closing Date, the Purchaser shall cause the Company and its Subsidiaries to honor all employment, severance, termination, consulting, individual retirement, deferred compensation, retention, and other incentive compensation arrangements and agreements (including the Plans) set forth on Schedule 3.12(a) to which the Company and/or any of its Subsidiaries is a party with respect to the employees or other individual service providers of the Company or any of its Subsidiaries, as such arrangements and agreements are in effect on the Closing Date (it being understood that this Section 7.3 shall not be deemed to prohibit the Purchaser, the Company or any of its Subsidiaries from amending, modifying, replacing or terminating such arrangements and agreements in accordance with their terms). The Purchaser shall take all actions required so that Continuing Employees shall receive credit

for all service with the Company and its Subsidiaries or their predecessors earned prior to the Closing Date for all purposes under all benefit and compensation plans, programs, policies, agreements, and arrangements maintained by the Purchaser or any of its Affiliates in which the Continuing Employees (and/or their dependents) may become eligible to participate following the Closing Date, including, as applicable, the Plans (the "Purchaser Benefit Plans"), provided that no such service credit shall result in the duplication of benefits for the same period of service. The Purchaser and its Affiliates shall waive or cause to be waived all waiting periods, pre-existing conditions or actively-at-work requirements applicable to the Continuing Employees or their dependents under the Purchaser Benefit Plans and shall take commercially reasonable efforts to give Continuing Employees credit under the Purchaser Benefit Plans that are group health plans for deductibles, co-insurance and out-of-pocket payments that have been incurred under the Plans that are group health plans during the plan year in which such Continuing Employees begin participating in the Purchaser Benefit Plans that are group health plans. For the twelve month period following the Closing Date, the Purchaser shall take all actions so that each Continuing Employee who continues to be employed by the Purchaser or the Company or any of its Subsidiaries (i) receives base compensation and bonus opportunities that are no less favorable than the base compensation and bonus opportunities provided by the Company or its Subsidiaries as of the date hereof, as set forth on Schedule 3.17(a), (ii) receives benefits that, in the aggregate, are substantially comparable to those benefits provided to or available to such Continuing Employee under the Plans set forth on Schedule 3.12(a) as in effect on the date hereof (excluding severance benefits, equity or equity-related incentives, retention, change in control, transaction or similar bonuses and arrangements, defined benefit pension, retiree health or welfare benefits, non-qualified retirement benefits, and non-qualified deferred compensation), and (iii) to the extent that any such Continuing Employee is terminated for other than "cause", receives severance pay and benefits that are no less than the severance pay and benefits that would be payable to a similarly situated employee of the Purchaser under the Purchaser's severance program or policy or other applicable plan or agreement in effect as of the date of termination.

(b) For a period of 90 days after the Closing Date, the Purchaser shall not, and shall not allow the Company or any of its Subsidiaries to, terminate employees of the Company or any of its Subsidiaries in such numbers as would trigger any liability under the WARN Act or similar legislation. The Purchaser shall cause the Company and its Subsidiaries to comply with any and all applicable notice or filing requirements under the WARN Act or similar legislation. The Purchaser and its Affiliates shall be solely responsible for any obligations arising under Section 4980B of the Code with respect to all "M&A qualified beneficiaries" as defined in Treasury Regulation §54.4980B-9.

(c) Nothing in this Section 7.3 (whether express or implied) shall (i) be considered or deemed to establish, amend, or modify any Plan or any other benefit or compensation plan, program, policy, agreement, arrangement, or contract or (ii) confer any rights or benefits (including any third-party beneficiary rights) on any Person other than the parties to this Agreement.

(d) Prior to the Closing, the Company shall have taken the necessary steps to (i) amend the Bearing Engineers, Inc. 401(k) Retirement Plan to permit that loan notes be transferred or directly rolled over to another plan that will accept the transfer or rollover of the note upon termination of such Plan, and (ii) terminate, or to cause its Subsidiaries to terminate, the Bearing Engineers, Inc. 401(k) Retirement Plan, which termination shall provide that all affected participants in such plan shall be fully vested in their account balances under such plan.

7.4 Regulatory Filings.

(a) The Purchaser shall, as promptly as practicable (and, in the case of any filing pursuant to the HSR Act no later than November 22, 2023), make or cause to be made all filings and submissions required of the Purchaser under any Laws applicable to the Purchaser for the consummation

of the transactions contemplated herein (which filing under the HSR Act shall specifically request early termination of the waiting period prescribed by the HSR Act, if available). The Purchaser agrees to use its reasonable best efforts to take, or cause to be taken, all actions necessary to expeditiously consummate the transactions contemplated by this Agreement, including using reasonable best efforts to make all necessary government filings required of it, provide any information required for and cooperate with the Company to make all regulatory filings contemplated in Section 6.3, respond to government requests for information, and otherwise obtain all necessary governmental, judicial or regulatory actions or non-actions, orders, waivers, consents, clearances, extensions and approvals. Notwithstanding the foregoing, the Purchaser shall not extend any waiting period under the HSR Act or enter into any agreement with a Governmental Authority with respect to the transactions contemplated by this Agreement, except with the prior written consent of the Seller (such consent not to be unreasonably withheld, conditioned or delayed). Notwithstanding the foregoing or anything in this Agreement to the contrary, in no event shall the Purchaser or any of its Affiliates be required to (i) consent to any divestitures or licenses of assets, supply or exchange agreements, or hold separate agreements, or (ii) avoid, resist, resolve or defend any suit or other action threatened or instituted by any Governmental Authority or other entity challenging the validity or legality, or seeking to restrain the consummation of the transaction contemplated by this Agreement. The Purchaser shall be responsible for all filing fees under the HSR Act and under any such other laws or regulations applicable to the Purchaser.

(b) In furtherance of Section 7.4(a), the Purchaser shall (i) respond as promptly as practicable to any inquiries or requests received from any Governmental Authority for additional information or documentation and (ii) use reasonable best efforts to cause any applicable waiting periods or other requirements under the HSR Act and all other applicable antitrust and competition Laws to terminate or expire at the earliest possible date (including, if applicable, with respect to filings under the HSR Act, seeking "early termination" of the waiting period under the HSR Act, if available). The Purchaser shall (A) promptly notify the Seller of any written communication to the Purchaser or any of its Affiliates from any Governmental Authority and, subject to applicable Law and reasonable confidentiality considerations, permit the Seller to review in advance any proposed written communication to any of the foregoing (and consider in good faith the views of the Seller in connection therewith), (B) not agree to participate, or to permit its Affiliates to participate, in any substantive meeting or discussion with any Governmental Authority in respect of any filing, investigation or inquiry concerning this Agreement unless the Purchaser consults with the Seller in advance and, to the extent permitted by such Governmental Authority, gives the Seller the opportunity to attend and participate thereat and (C) furnish the Seller with copies of all correspondence, filings and communications (and memoranda setting forth the substance thereof) between the Purchaser and its Affiliates and each of their respective representatives, on the one hand, and any Governmental Authority and/or members of its staff, on the other hand, with respect to this Agreement. The Seller and the Company, on the one hand, and the Purchaser, on the other hand, shall fully coordinate their efforts and cooperate with regard to any inquiries or requests by a Governmental Authority. In fulfilling their obligations hereunder, to the extent reasonably required by privilege or confidentiality considerations, the parties may limit communications hereunder to the other parties' outside counsel only.

7.5 Conditions. The Purchaser shall use commercially reasonable efforts to cause the conditions set forth in Section 2.2 to be satisfied and to consummate the transactions contemplated herein as soon as reasonably possible after the satisfaction of the conditions set forth in Article 2 (other than those to be satisfied at the Closing, but subject to the satisfaction of those conditions).

7.6 Contact with Customers, Suppliers and other Business Relations. From the date of this Agreement until the Closing, the Purchaser and the Purchaser's Representatives may not, without the prior written consent of the Company, contact or communicate with any of the employees, customers, suppliers or other business relations of the Company or its Subsidiaries in connection with the transactions contemplated hereby.

ARTICLE 8
TERMINATION

8.1 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by the mutual written consent of the Purchaser and the Seller;

(b) by the Purchaser, if there has been a violation or breach by the Company or the Seller of any covenant, representation or warranty of the Company or the Seller contained in this Agreement, or if any representation or warranty of the Company or the Seller is untrue, such that a condition to the Purchaser's obligation to close under Section 2.1 would not be satisfied, and such condition to close has not been waived by the Purchaser or cured by the Company or the Seller prior to the earlier of (i) ten Business Days after receipt by the Seller of written notice thereof from the Purchaser or (ii) the Outside Date; provided, that the Purchaser shall not have the right to terminate this Agreement pursuant to this Section 8.1(b) if the Purchaser is then in violation or breach of any of its covenants, representations or warranties contained in this Agreement, and such violation or breach would be the primary cause of a condition set forth in Section 2.2 to not be satisfied;

(c) by the Seller, if there has been a violation or breach by the Purchaser of any covenant, representation or warranty of the Purchaser contained in this Agreement, or if any representation or warranty of the Purchaser is untrue, such that a condition to the Company's and the Seller's obligation to close under Section 2.2 would not be satisfied, and such condition to close has not been waived by the Seller or cured by the Purchaser prior to the earlier of (i) ten Business Days after receipt by the Purchaser of written notice thereof from the Seller or (ii) the Outside Date; provided, that the Seller shall not have the right to terminate this Agreement pursuant to this Section 8.1(c) if either the Seller or the Company is then in violation or breach of any of its covenants, representations or warranties contained in this Agreement, and such violation or breach would be the primary cause of a condition set forth in Section 2.1 to not be satisfied;

(d) by the Purchaser, if the transactions contemplated hereby have not been consummated on or before March 14, 2024 (the "Outside Date"); provided that the Purchaser shall not be entitled to terminate this Agreement pursuant to this Section 8.1(d) if the Purchaser's breach of this Agreement is the primary cause of the failure to consummate the Closing by the Outside Date; or

(e) by the Seller, if the transactions contemplated hereby have not been consummated on or before Outside Date; provided that the Seller shall not be entitled to terminate this Agreement pursuant to this Section 8.1(e) if the Company's or the Seller's breach of this Agreement is the primary cause of the failure to consummate the Closing by the Outside Date.

The party desiring to terminate this Agreement pursuant to clauses (b), (c), (d) or (e) of this Section 8.1 shall give written notice of such termination to the other parties hereto.

8.2 Effect of Termination. In the event this Agreement is terminated by either the Purchaser or the Seller as provided pursuant to Section 8.1, the provisions of this Agreement shall immediately become void and of no further force and effect (other than the second sentence of Section 6.2, this Section 8.2 and Article 12 hereof which shall survive the termination of this Agreement), and there shall be no liability on the part of either the Purchaser and the Company, on the one hand, and the Seller, on the other hand, to one another, except for knowing and willful breaches of the provisions of this Agreement prior to the time of such termination. For the avoidance of doubt, any breach by the Purchaser of Section 5.8 or the failure by the Purchaser to consummate the transactions contemplated by this

Agreement if it is obligated to do so hereunder will be considered a knowing and willful breach of this Agreement. Nothing contained in this Article 8 will be deemed to impair the right of any party to compel specific performance by another party of its obligations under this Agreement. In the event of the termination of this Agreement by either the Purchaser or the Seller as provided pursuant to Section 8.1, the Confidentiality Agreement will survive the termination of this Agreement for a period of three years following the date of such termination (and, notwithstanding anything contained in this Agreement or the Confidentiality Agreement to the contrary, the Confidentiality Agreement term will be automatically amended to be extended for such additional three-year period).

ARTICLE 9
INDEMNIFICATION

9.1 Indemnification Obligations of the Seller. Subject to the provisions of this Article 9, from and after the Closing, the Seller shall indemnify and hold harmless the Purchaser, its Affiliates (including, after the Closing, the Company and its Subsidiaries) and their respective officers, directors, employees, managers, financial advisors, attorneys, accountants and other advisors, agents, and representatives, and their respective successors and assigns (each, a "Purchaser Indemnified Party") from, against and in respect of any and all Losses arising out of, based upon or resulting from:

(a) any breach or inaccuracy of any Fundamental Representation;

(b) any breach of, or failure to comply with or perform, any covenant, obligation or agreement of the Seller or its Affiliates (including, prior to the Closing, the Company and its Subsidiaries) contained in this Agreement;

(c) any Closing Transaction Expenses or Closing Indebtedness to the extent not taken into account in the final determination of the Purchase Price pursuant to Section 1.5(b);

(d) Taxes (or the non-payment thereof) of, or attributable to, (A) the Company and its Subsidiaries for all taxable periods or portions thereof ending on or prior to the Closing Date, other than Taxes specifically reflected in the calculation of Closing Indebtedness, Closing Net Working Capital or Closing Transaction Expenses, and (B) any Person (other than the Company and its Subsidiaries) for which the Company and its Subsidiaries may be liable pursuant to Treasury Regulations Section 1.1502-6 (or any similar Laws), as a transferee or successor, by Contract or otherwise as a result of any transaction or event occurring on or prior to the Closing Date; and

(e) any matters set forth on Schedule 9.1(e).

9.2 Indemnification Obligations of the Purchaser. Subject to the provisions of this Article 9, from and after the Closing, the Purchaser shall indemnify and hold harmless the Seller, its Affiliates and their respective officers, directors, employees, managers, financial advisors, attorneys, accountants and other advisors, agents, and representatives, and their respective successors and assigns (each, a "Seller Indemnified Party") from, against and in respect of any and all Losses arising out of, based upon or resulting from:

(a) any breach or inaccuracy of any representation or warranty by Purchaser contained in this Agreement; and

(b) any breach of, or failure to comply with or perform, any covenant, obligation or agreement of the Purchaser or its Affiliates contained in this Agreement or in or pursuant to any other Transaction Document to which they are a party.

9.3 Indemnification Claims.

(a) Any Purchaser Indemnified Party or Seller Indemnified Party seeking indemnification under this Agreement (an "Indemnified Party") with respect to any claim asserted against the Indemnified Party by a third party ("Third-Party Claim") in respect of any matter that is subject to indemnification under Section 9.1 or Section 9.2, as applicable, shall (i) promptly notify the Purchaser or the Seller, as applicable (the "Indemnifying Party"), of the Third-Party Claim, and (ii) as promptly as practicable, but in any event within 30 days of obtaining knowledge of such Third Party Claim, transmit to the Indemnifying Party a written notice (a "Claim Notice") describing in reasonable detail the nature of the Third-Party Claim and an estimate of any Losses expected to be incurred with respect thereto (if reasonably determinable). Notwithstanding the foregoing, the delay or failure to give the notice provided in, or in accordance with, this Section 9.3(a) will not relieve the Indemnifying Party of its obligations under this Article 9, except to the extent such Indemnifying Party is actually prejudiced by such delay or failure.

(b) The Indemnifying Party shall have the right to defend the Indemnified Party against such Third-Party Claim (except in the case of an Excluded Matter) if the Indemnifying Party promptly notifies the Indemnified Party (and in any event within 30 days after having received any Claim Notice) in writing that it is exercising its right to defend the Indemnified Party against such Third-Party Claim. If the Indemnifying Party notifies the Indemnified Party in writing that the Indemnifying Party elects to assume the defense of the Third-Party Claim, then the Indemnifying Party shall have the right to defend such Third-Party Claim with counsel selected by the Indemnifying Party (and reasonably approved by the Indemnified Party, such approval not to be unreasonably withheld, conditioned or delayed). The Indemnifying Party shall have control of such defense and proceedings, including any compromise or settlement thereof; provided, that the Indemnifying Party shall not enter into any compromise or settlement of such claim without the written consent of the Indemnified Party (which consent shall not be unreasonably withheld, conditioned or delayed) unless (i) there is no finding or admission of any violation or breach of Law by the Indemnified Party in such settlement, (ii) the sole relief provided in such settlement is monetary in damages that are paid in full by the Indemnifying Party, and (iii) such settlement provides, in customary form, for the unconditional and full release of the Indemnified Party from all Liabilities in connection with such Third-Party Claim. The Indemnified Party may participate in, but not control, any defense or settlement of any Third-Party Claim controlled by the Indemnifying Party pursuant to this Section 9.3(b), and the Indemnified Party shall bear its own costs and expenses with respect to such participation unless, in the reasonable judgment of the Indemnified Party, there is a conflict of interest (including the availability to the Indemnified Party of one or more defenses that are not available to the Indemnifying Party) that would prevent the same counsel from representing both the Indemnified Party and the Indemnifying Party, in which case the Indemnified Party shall be entitled to retain one separate counsel, the reasonable costs and expenses of which shall be borne by the Indemnifying Party. Notwithstanding the foregoing, if a Third-Party Claim (i) primarily seeks non-monetary relief, (ii) asserts Losses in excess of the applicable Liability cap set forth in Section 9.4 (after taking into account all prior and pending indemnifiable Losses) or (iii) involves a criminal proceeding against the Indemnified Party (each, an "Excluded Matter"), then, in each case, the Indemnified Party shall have the right to defend the applicable Third-Party Claim in accordance with Section 9.3(c) below.

(c) In the event of an Excluded Matter, or if the Indemnifying Party does not notify the Indemnified Party that the Indemnifying Party elects to defend the Indemnified Party pursuant to Section 9.3(b) within 30 days after receipt of any Claim Notice (or notifies the Indemnified Party within such time period that it elects not to defend the Indemnified Party) then, in each such instance, the Indemnified Party

shall have the right to defend against the applicable Third-Party Claim and be reimbursed for its reasonable cost and expense in regard to such Third-Party Claim with counsel selected by the Indemnified Party in all appropriate proceedings. In such circumstances, the Indemnified Party shall defend any such Third-Party Claim in good faith and have full control of such defense and proceedings; provided, that the Indemnified Party may not enter into any compromise or settlement of such Third-Party Claim if indemnification is to be sought hereunder without the Indemnifying Party's consent (which consent shall not be unreasonably withheld, conditioned or delayed). The Indemnifying Party may participate in, but not control, any defense or settlement controlled by the Indemnified Party pursuant to this Section 9.3(c), and the Indemnifying Party shall bear its own costs and expenses with respect to such participation.

(d) A claim for indemnification for any matter not involving a Third-Party Claim shall be asserted by notice to the applicable Indemnifying Party as promptly as practicable after (and in no event later than 30 days after) the date on which the Indemnified Party becomes aware of facts giving rise to the claim for indemnification, which notice shall describe in reasonable detail the nature of the claim and shall include, to the extent estimable, a reasonable estimate of the Losses expected to be incurred with respect thereto (if reasonably determinable). Notwithstanding the foregoing, the delay or failure to give the notice provided in, or in accordance with, this Section 9.3(d) shall not relieve the Indemnifying Party of its obligations under this Article 9, except to the extent such Indemnifying Party is actually prejudiced by such delay or failure.

9.4 Limitations. Notwithstanding anything to the contrary herein:

(a) the Seller's aggregate Liability pursuant to Section 9.1(a) or Section 9.1(b) shall not exceed the consideration received by the Seller hereunder, except in the event of Fraud.

(b) the Purchaser's aggregate Liability pursuant to Section 9.2 shall not exceed the Base Purchase Price, except in the event of Fraud.

(c) no Indemnifying Party shall have any Liability for, and Losses will not include, any punitive Losses, except to the extent any such Losses are awarded and paid with respect to a Third-Party Claim.

9.5 Payment. Subject to the terms of this Agreement, any indemnification payment required to be made by or on behalf of the Seller pursuant to this Article 9 will be paid as follows: (a) first, against the R&W Policy; and (b) the balance, if any, and to the extent such Losses are not recoverable under the R&W Policy, from the Seller. Seller covenants and agrees to retain a minimum of $4,500,000 of cash in liquid accounts for a period of 12 months following the Closing; provided, that, if there are any then-pending claims of any Purchaser Indemnified Party for indemnification or reimbursement pursuant to this Article 9 as of the 12 month anniversary of the Closing, Seller covenants and agrees to retain a minimum amount of cash equal to the aggregate amount of any such pending claims (not to exceed $4,500,000), until such claims are resolved in full pursuant to this Article 9.

9.6 Exclusive Remedies. From and after the Closing, the sole and exclusive remedy for any and all claims, Losses or other matters arising out of, under, or related to this Agreement, shall be the rights of indemnification set forth in this Article 9 (except in the case of Fraud, in which case the Indemnified Party shall have all rights and remedies available under this Agreement and available under Law), and no Person shall have any other entitlement, remedy, or recourse, whether in Contract, tort, strict liability, or otherwise. This Section 9.6 shall not operate to interfere with or impede the operation of the covenants contained in this Agreement that by their nature are required to be performed after the Closing, or with respect to a party's right to seek injunctions, specific performance, and other equitable relief pursuant to Section 12.13. Notwithstanding anything to the contrary herein, and for the avoidance of doubt,

(a) the procedures set forth in Section 1.5 shall apply to the resolution of disputes contemplated thereby, and (b) nothing herein shall limit the recourse of the Purchaser against the insurer(s) or underwriter(s) under the R&W Policy.

9.7 Determination of Losses. Notwithstanding anything to the contrary in this Agreement, from and after the Closing, for purposes of determining whether there has been a breach and the amount of any Losses suffered by an Indemnified Party that are the subject matter of a claim for indemnification hereunder, each representation and warranty in this Agreement, other than the representation and warranty set forth in the first sentence of Section 3.6 and the terms Material Contracts, Material Customers, Material Permits and Material Suppliers, shall be read without regard and without giving effect to the term(s) "material", "Material Adverse Effect", or other similar qualifications as to materiality, as if such words and surrounding related words (e.g., "reasonably be expected to", and similar restrictions and qualifiers) were deleted from such representation, warranty, covenant, obligation, or agreement, except to the extent it qualifies an affirmative requirement to list specified items on the Disclosure Schedules.

9.8 Purchase Price Adjustment. Any amounts payable under Section 9.1 or Section 9.2 shall constitute an adjustment to the Purchase Price for Tax reporting purposes and all other purposes to the fullest extent permitted by applicable Law.

9.9 Survival. The parties hereby agree that (a) the representations and warranties contained in this Agreement (other than the Fundamental Representations) shall terminate upon the Closing, (b) the Fundamental Representations shall survive the Closing until the sixth anniversary of the Closing Date (such that claims may be brought for breaches thereof in accordance with Article 9 until such time), (c) the covenants, obligations, and agreements in this Agreement, to the extent performance or fulfillment thereof is required by their terms to be accomplished prior to the Closing, shall survive the Closing until the date that is 12 months following the Closing (such that claims may be brought for breaches thereof in accordance with Article 9 until such time), and (d) the covenants, obligations, and agreements in this Agreement, to the extent performance or fulfillment thereof is required by their terms to be accomplished at or following the Closing, shall survive the Closing in accordance with their respective terms and remain in full force and effect until such particular covenant, obligation, or agreement is fully performed or fulfilled as provided in this Agreement. Notwithstanding the foregoing, any claim for indemnification hereunder prior to the expiration of the applicable time periods specified above shall survive until finally resolved.

ARTICLE 10
ADDITIONAL COVENANTS

10.1 Tax Matters.

(a) Transfer Taxes. The Purchaser and the Seller shall each pay one-half of any transfer, documentary, sales, use, registration and real property transfer tax, stamp tax, excise tax, stock transfer tax, or other similar Tax and all conveyance fees, recording charges and other fees and charges (including any penalties and interest) imposed on the Company or the Seller as a result of the transactions contemplated by this Agreement (collectively, "Transfer Taxes"), and any penalties or interest with respect to the Transfer Taxes. The Seller agrees to cooperate with the Purchaser in the filing of any returns with respect to the Transfer Taxes, including by promptly supplying any information in its possession that is reasonably necessary to complete such returns.

(b) Tax Returns. The Seller shall prepare and timely file, or cause to be prepared and timely file, all Income Tax Returns of the Company and its Subsidiaries for all taxable periods

ending on or before the Closing Date that are due after the Closing Date in a manner consistent with the past practice of the Company and its Subsidiaries, except as otherwise required by Law. All Transaction Tax Deductions shall be attributable to the Pre-Closing Tax Period to the maximum extent permitted by Law and shall be claimed as current deductions on the Income Tax Returns of the Company and its Subsidiaries for the taxable period ending on the Closing Date to the maximum extent permitted by Law. The Seller shall deliver to the Purchaser, for its review and comment, such Income Tax Returns as soon as reasonably practicable prior to, and in any event no less than fourteen (14) days prior to, the due date for filing such Income Tax Return and shall accept any reasonable comments to such Income Tax Returns to the extent they are received at least five (5) days prior to the due date for filing such Income Tax Returns.

(c) Disputes. Any dispute as to any substantive Tax matter covered by this Section 10.1 shall be resolved by the Dispute Resolution Firm pursuant to the procedures set forth in Section 1.5(a). If any dispute with respect to a Tax Return is not resolved prior to the due date for filing such Tax Return, such Tax Return shall be filed in the manner which the party responsible for preparing such Tax Return deems correct, but the content of such Tax Return shall not prejudice, control or otherwise resolve the dispute hereunder and the liability, if any, of either party under this Agreement, and the parties shall amend the applicable Tax Return to reflect the final determination of the Dispute Resolution Firm with respect to the items in dispute.

(d) Straddle Period Allocation. For purposes of this Agreement, in the case of any Tax imposed with respect to a Straddle Period, the portion of such Tax that is allocable to the portion of such Straddle Period ending on the Closing Date shall be (i) in the case of any Taxes other than Income Taxes, Taxes based on receipts, sales or payments and other Taxes that are transaction based, be deemed to be the amount of such Tax for the entire Straddle Period multiplied by a fraction, the numerator of which is the number of days in the Straddle Period prior to and ending on the Closing Date and the denominator of which is the number of days in the entire Straddle Period and (ii) in the case of any Income Taxes and Taxes based on receipts, sales or payments and other Taxes that are transaction based, be deemed equal to the amount which would be payable if the relevant Straddle Period ended on the Closing Date, provided that all permitted allowances, credits, exemptions and deductions that are normally computed on the basis of an entire year period (such as depreciation and amortization deductions) shall accrue on a daily basis and shall be allocated between the pre-Closing portion of the Straddle Period and the post-Closing portion of the Straddle Period in proportion to the number of days in each such period.

(e) Pre-Closing Tax Matters. Unless required by applicable Law, without the prior written consent of Seller (not to be unreasonably withheld, conditioned or delayed), Purchaser and its Affiliates shall not, and Purchaser and its Affiliates shall not permit the Company or its Subsidiaries to, take any of the following actions with respect to the Company or its Subsidiaries for, or that has retroactive effectiveness to, any taxable period ending on or before the Closing Date to the extent such action could adversely affect Seller: (i) amend or otherwise modify any Income Tax Return, (ii) extend or waive, or cause to be extended or waived, any statute of limitations or other period for the assessment of any Income Tax or deficiency, (iii) make or change any Income Tax election or accounting method or practice, (iv) enter into any voluntary disclosure program or agreement with a taxing authority, or (v) settle any claim, audit or other proceeding with respect to Income Taxes.

(f) Cooperation. Subject to Section 10.1(a), (d) and (e), Purchaser, the Company and the Company's Subsidiaries shall cooperate fully, as and to the extent reasonably requested by the Seller, in connection with the preparation and filing of Tax Returns and any audit, litigation or other proceeding with respect to Taxes, inclusive (including any supporting work papers, schedules and documents). Such cooperation shall include the retention and the provision of records and information which are reasonably relevant to any such audit, litigation or other proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material

provided hereunder. The Company and its Subsidiaries shall retain all books and records with respect to Tax matters pertinent to the Company or its Subsidiaries relating to any Tax periods and shall abide by all record retention agreements entered into with any taxing authority, and shall give the Seller reasonable written notice prior to transferring, destroying or discarding any such books and records prior to the expiration of the applicable statute of limitations for that tax period, and the Company and its Subsidiaries shall allow the Seller to take possession of such books and records rather than destroying or discarding such books and records.

(g) Closing Tax Period. The parties hereto shall, to the extent permitted or required under applicable Law, treat the Closing Date as the last day of the taxable period of the Company and its Subsidiaries for all Tax purposes, and Purchaser shall cause the Company and its Subsidiaries to join Purchaser's "consolidated group" (as defined in Treasury Regulations Section 1.1502-76(h)) or similar provisions of U.S. state, local or non-U.S. Law) effective on the day after the Closing Date.

(h) Intermediary Transaction Tax Shelter. The Purchaser shall not take any action with respect to the Company or any of its Subsidiaries that would cause the transactions contemplated by this Agreement to constitute part of a transaction that is the same as, or substantially similar to, the "Intermediary Transaction Tax Shelter" described in Internal Revenue Service Notices 2001-16 and 2008-111.

10.2 Acknowledgment.

(a) The Purchaser knowingly, willingly, irrevocably and expressly acknowledges and agrees on its own behalf and on behalf of the Purchaser Group, that it has conducted to its satisfaction an independent investigation and verification of the business, financial condition, results of operations, assets, liabilities, properties, contracts and prospects of the Company and its Subsidiaries, and, in making its determination to proceed with the transactions contemplated by this Agreement, the Purchaser has relied solely on the results of its own independent investigation and verification and the representations and warranties of the Company expressly and specifically set forth in Article 3 or any Transaction Document, and the representations and warranties of the Seller expressly and specifically set forth in Article 4 or any Transaction Document, in each case, as qualified by the Disclosure Schedules and in accordance with the express terms and conditions (including limitations and exclusions) of this Agreement and any Transaction Document, and that, for the avoidance of doubt, it has not relied on, is not relying on, and will not rely on the confidential information presentation and management presentation prepared by Harris Williams LLC (collectively, the "Information Presentation"), that certain datasite administered by SmartRoom (the "Dataroom"), the Projections or any other information, statements, disclosures (other than the Disclosure Schedules) or materials, in each case whether written or oral, provided by the Company or any of its Affiliates, or any failure of any of the foregoing to disclose or contain any such information, except to the extent expressly and specifically set forth in Article 3 or any Transaction Document or the representations and warranties of the Seller expressly and specifically set forth in Article 4 or any Transaction Document, in each case, as qualified by the Disclosure Schedules and in accordance with the express terms and conditions (including limitations and exclusions) of this Agreement and any Transaction Document. The Purchaser knowingly, willingly, irrevocably and expressly acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group that: (i) the representations and warranties of the Company expressly and specifically set forth in Article 3 or any Transaction Document and the representations and warranties of the Seller expressly and specifically set forth in Article 4 or any Transaction Document, in each case, as qualified by the Disclosure Schedules and in accordance with the express terms and conditions (including limitations and exclusions) of this Agreement and any Transaction Document, are the sole and exclusive representations, warranties, and statements of any kind made to the Purchaser and on which the Purchaser may rely in connection with the transactions contemplated by this Agreement and (ii) except for the representations and warranties of the Company expressly and specifically set forth in Article 3 or any

Transaction Document or the representations and warranties of the Seller expressly and specifically set forth in Article 4 or any Transaction Document, in each case, as qualified by the Disclosure Schedules and in accordance with the express terms and conditions (including limitations and exclusions) of this Agreement and any Transaction Document, the Purchaser has not relied on (and the Seller and the Company expressly disclaim) all other representations, warranties and statements of any kind or nature expressed or implied, whether in written, electronic or oral form, including (A) the completeness or accuracy of, or any omission to state or to disclose, any information, including in the Information Presentation, the Dataroom, the Projections, meetings, calls or correspondence with management of the Company or any of its Subsidiaries, the Seller or any of their respective Affiliates except, in each case, solely to the extent required by the representations and warranties of the Company expressly and specifically set forth in Article 3 or any Transaction Document, or the representation and warranties of the Seller expressly and specifically set forth in Article 4 or any Transaction Document, in each case, as qualified by the Disclosure Schedules and in accordance with the express terms and conditions (including the limitations and exclusions) of this Agreement and any Transaction Document, and (B) any other statement relating to the historical, current or future business, financial condition, results of operations, assets, liabilities, properties, contracts and prospects of any of the Company or its Subsidiaries, or the quality, quantity or condition of the Company's or its Subsidiaries' assets, are in each case, specifically disclaimed by the Company, on its behalf and on behalf of each Seller Party. The Purchaser, on its own behalf and on behalf of the Purchaser Group, knowingly, willingly, irrevocably and expressly: (x) disclaims reliance on the items in clause (ii) of the immediately preceding sentence and (y) acknowledges and agrees that it has relied on, is only relying on and will only rely on, the items in clause (i) of the immediately preceding sentence, in each case, except for the representations and warranties of the Company expressly and specifically set forth in Article 3 or any Transaction Document or the representations and warranties of the Seller expressly and specifically set forth in Article 4 or any Transaction Document, in each case, as qualified by the Disclosure Schedules and in accordance with the express terms and conditions (including limitations and exclusions) of this Agreement and any Transaction Document. Without limiting the generality of the foregoing, the Purchaser knowingly, willingly, irrevocably and expressly acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that neither the Company, nor any other Person (including any Seller Party), has made, is making or is authorized to make, and the Purchaser, on its own behalf and on behalf of the Purchaser Group, hereby knowingly, willingly and irrevocably waives, any representation or warranty (whether in written, electronic or oral form), express or implied, as to the quality, merchantability, fitness for a particular purpose, or condition of the Company's and its Subsidiaries' business, operations, assets, liabilities, prospects or any portion thereof, except, in each case, to the extent such representations are expressly and specifically set forth in Article 3, Article 4 or any Transaction Document, in each case, as qualified by the Disclosure Schedules and the terms and conditions of (including the limitations and exclusions in) this Agreement or such Transaction Document.

(b) Without limiting the generality of the foregoing, in connection with the investigation by the Purchaser of the Company and its Subsidiaries, the Purchaser and its Affiliates, and the representatives of each of the foregoing, have received or may receive, from or on behalf of the Company, certain projections, forward-looking statements and other forecasts (whether in written, electronic or oral form, and including in the Information Presentation, the Dataroom, management meetings, etc.) (collectively, the "Projections"). The Purchaser knowingly, willingly, irrevocably and expressly acknowledges and agrees, on its own behalf, and on behalf of the Purchaser Group, that (i) such Projections are being provided solely for the convenience of the Purchaser to facilitate their own independent investigation of the Company and its Subsidiaries, (ii) there are uncertainties inherent in attempting to make such Projections, (iii) the Purchaser is familiar with such uncertainties and (iv) the Purchaser is taking full responsibility for making its own evaluation of the adequacy and accuracy of all Projections (including the reasonableness of the assumptions underlying such Projections).

(c) The Purchaser knowingly, willingly, irrevocably and expressly acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that it will not assert, institute or maintain, and will cause the other members of the Purchaser Group not to assert, institute or maintain, any action, suit, claim, investigation or proceeding of any kind whatsoever, including a counterclaim, cross-claim or defense, regardless of the legal or equitable theory under which such liability or obligation may be sought to be imposed, that makes any claim contrary to the agreements and covenants set forth in this Section 10.2.

(d) The Seller knowingly, willingly, irrevocably and expressly acknowledges and agrees that: (i) the representations and warranties of the Purchaser expressly and specifically set forth in Article 5 or any Transaction Document, in each case, as qualified by the Disclosure Schedules and in accordance with the express terms and conditions (including limitations and exclusions) of this Agreement and any Transaction Document, are the sole and exclusive representations, warranties, and statements of any kind made to the Seller and on which the Seller may rely in connection with the transactions contemplated by this Agreement or any Transaction Document and (ii) except for the representations and warranties of the Purchaser expressly and specifically set forth in Article 5 or any Transaction Document, in each case, as qualified by the Disclosure Schedules and in accordance with the express terms and conditions (including limitations and exclusions) of this Agreement and any Transaction Document, the Seller has not relied on (and the Purchaser expressly disclaims) all other representations, warranties and statements of any kind or nature expressed or implied, whether in written, electronic or oral form.

(e) Each party knowingly, willingly, irrevocably and expressly acknowledges and agrees, on its own behalf and on behalf of its Affiliates, that the agreements contained in this Section 10.2 (i) require performance after the Closing to the maximum extent permitted by applicable Law and will survive the Closing for 20 years pursuant to the provisions of Section 10.2, and (ii) are an integral part of the transactions contemplated by this Agreement and that, without these agreements set forth in this Section 10.2, such Party would not enter into this Agreement.

10.3 Further Assurances. From time to time, as and when requested by any party hereto and at such party's expense, each other party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such requesting party may reasonably deem necessary or desirable to evidence and effectuate the transactions contemplated by this Agreement.

10.4 Consents. Without limiting the generality of Section 6.4 or Section 7.5, prior to the Closing, each of the parties hereto shall use their commercially reasonable efforts to obtain, and to cause their Affiliates (including, in the case of the Company, its Subsidiaries) to obtain, the consents to the transactions set forth on Schedule 10.4 (the "Third Party Consents"). The Purchaser acknowledges and agrees that obtaining such consents is not a condition to any of its obligations hereunder or to the consummation of the transactions contemplated hereby.

10.5 Disclosure Generally. All Disclosure Schedules attached hereto are incorporated herein and expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement herein or in any of the Disclosure Schedules shall be deemed to refer to this entire Agreement, including all Disclosure Schedules.

10.6 Releases. Effective upon the Closing, the Seller, on behalf of itself and its Affiliates and their respective successors and assigns (collectively, the "Seller Releasers"), hereby irrevocably waives, acquits, remises, discharges and forever releases each of the Purchaser, the Company and its Subsidiaries and their respective successors and assigns (the "Purchaser Releasees") from any and all Liabilities to such Seller Releasers of any kind or nature whatsoever, whether in the capacity as an

equityholder of the Company or otherwise, in each case whether absolute or contingent, liquidated or unliquidated, known or unknown, matured or unmatured or determined or determinable, and whether arising under any Law, contract, agreement, arrangement, commitment, undertaking or understanding, whether written or oral (other than this Agreement and any of the other agreements executed and delivered in connection herewith, but, in each case, only to the extent set forth herein or therein) or otherwise at law or in equity, and each of the Seller Releasers hereby agrees that it shall not seek to recover any amounts in connection therewith or thereunder from any of the Purchaser Releasees (except as provided for in this Agreement or any of the other agreements executed and delivered in connection herewith, but, in each case, only to the extent set forth herein or therein).

10.7 R&W Policy. The Purchaser and its Affiliates shall not amend, waive or otherwise modify the R&W Policy in any manner that would allow the insurer thereunder or any other Person to subrogate or otherwise make or bring any Action (except for Fraud) against Seller or any of its Affiliates or any past, present or future director, manager, officer, employee or advisor of any of the foregoing based upon, arising out of, or related to this Agreement or any other document or certificate contemplated hereby or delivered in connection herewith, or the negotiation, execution or performance of this Agreement or any other document or certificate contemplated hereby or delivered in connection herewith.

10.8 Confidentiality.

(a) The terms of the Confidentiality Agreement are hereby incorporated by reference and shall continue in full force and effect until the Closing, at which time such Confidentiality Agreement shall terminate. In the event of a conflict or inconsistency between the terms of this Agreement and the Confidentiality Agreement, the terms of this Agreement will govern.

(b) From and after the Closing, the Seller shall hold, and shall use its reasonable best efforts to cause its Affiliates, and its and their respective officers, directors, managers, employees, agents, representatives and advisors to hold, in strict confidence all confidential information related to the Company, unless (A) the Seller is compelled to disclose such documents or information by judicial or administrative process (including in connection with obtaining the necessary approvals of this Agreement and the transactions contemplated hereby of Governmental Authorities) or by other requirements of Law, (B) such documents or information are disclosed in an Action by a party in pursuit of its rights or in the exercise of its remedies hereby, (C) such documents or information can be shown to have been in the public domain (either prior to or after the furnishing of such documents or information hereby) through no fault of such receiving party, or (D) Seller makes disclosures of such documents or information to its accountants, attorneys and other representatives as necessary in connection with the ordinary conduct of its businesses or as necessary to assist such party in exercising its rights or satisfying and performing its covenants and obligations under this Agreement.

ARTICLE 11
DEFINITIONS

11.1 Definitions. For purposes hereof, the following terms when used herein shall have the respective meanings set forth below:

"280G Approval" has the meaning set forth in Section 6.7.

"Accrued Income Taxes" means the aggregate liability owing and unpaid as of the Closing Date for Income Taxes of the Company and its Subsidiaries for taxable periods beginning after December 31, 2022 and ending on the Closing Date (including the pre-Closing portion of any Straddle Period) completed

in accordance with the past practice of the Company and its Subsidiaries in preparing Tax Returns for Income Taxes (including reporting positions, electives and accounting methods) and only with respect to those jurisdictions in which the Company and its Subsidiaries have previously filed Tax Returns for Income Taxes and any jurisdictions in which the Company and its Subsidiaries have commenced operations since December 31, 2022; provided, that, notwithstanding anything in this Agreement to the contrary, for purposes of calculating any such liability for Income Taxes: (i) all Transaction Tax Deductions shall be taken into account and all such Transaction Tax Deductions shall be treated as occurring prior to the Closing; (ii) any overpayment or credit of Taxes (including estimated Taxes) that may be credited against and reduce a particular liability for Income Taxes shall be taken into account; (iii) any Income Taxes with respect to transactions occurring outside the Ordinary Course of Business on the Closing Date after the time of the Closing and any Income Taxes attributable to any financing arrangements entered into by or at the direction of Purchaser or its Affiliates either before or after the Closing, and any other transactions entered into by or at the direction of Purchaser or its Affiliates, shall be excluded; (iv) any liabilities for accruals or reserves established or required to be established under GAAP methodologies that require the accrual for contingent Income Taxes or with respect to uncertain Tax positions shall be excluded; (v) any Income Taxes to the extent the amount of such Income Taxes is taken into account in Closing Transaction Expenses shall be excluded; and (vi) all deferred Income Tax assets and liabilities (within the meaning of GAAP) shall be excluded.

"Acquisition Date" means November 1, 2018.

"Acquisition Transaction" has the meaning set forth in Section 6.5.

"Action" means any action, suit, proceeding, investigation, order, charge, litigation, arbitration, claim, cross-claim, counterclaim, complaint, demand, mediation, audit or hearing, in each case, whether legal, administrative or arbitral.

"Adjustment Escrow Amount" means $3,000,000.

"Adjustment Escrow Funds" means, as of any date of determination, the excess (if any) of Adjustment Escrow Amount (excluding any interest accrued on the Adjustment Escrow Amount) minus the sum of all distributions and other payments to any Person from the Adjustment Escrow Amount paid pursuant to the terms of the Escrow Agreement on or prior to such date of determination.

"Affiliate" of any particular Person means any other Person controlling, controlled by or under common control with such particular Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, contract or otherwise.

"Affiliate Agreement" has the meaning set forth in Section 3.16.

"Affiliated Group" means an affiliated group as defined in Section 1504 of the Code (or any analogous combined, consolidated or unitary group defined under state, local or foreign income Tax law).

"Agreed Accounting Principles" means the accounting policies, principles, practices and methodologies set forth in Exhibit C.

"Agreement" has the meaning set forth in the Preamble.

"Agreement" has the meaning set forth in Section 7.2(a).

"Agreement Claims" has the meaning set forth in Section 7.2(a).

"Attorney-Client Communication" means any communication occurring on or prior to Closing between Law Firm, on the one hand, and the Company, its Subsidiaries, the Seller, or any of their respective Affiliates, on the other hand, that in any way relates to the Transaction, including any representation, warranty, or covenant of any party under this Agreement or any related agreement.

"Bankruptcy and Equity Exception" has the meaning set forth in Section 3.3(a).

"Base Purchase Price" means $189,000,000.

"Business" means the business of the Company and its Subsidiaries as conducted, and as contemplated to be conducted, on the Closing Date.

"Business Day" means any day that is not a Saturday, a Sunday or other day on which banks are not required or authorized by Law to be closed in Chicago, Illinois or Los Angeles, California.

"Capital Stock" means (a) in the case of a corporation, corporate stock, (b) in the case of a partnership or limited liability company, partnership or membership interests or units (whether general or limited), and (c) any other equity interest that confers on a Person an ownership right in the issuing entity entitling such Person to receive a share of the profits and losses of, or distribution of assets of, such issuing entity.

"Claim Notice" has the meaning set forth in Section 9.3(a).

"Claims Period" means the period during which a claim for indemnification may be asserted hereunder by an Indemnified Party.

"Closing" has the meaning set forth in Section 1.3.

"Closing Cash" means, with respect to the Company and its Subsidiaries, as of 12:01 A.M. Pacific Time on the Closing Date, all cash and cash equivalents (excluding marketable securities) held by the Company and its Subsidiaries at such time, determined in accordance with the Agreed Accounting Principles; provided, that Closing Cash shall (a) be calculated net of issued but uncleared checks and drafts, (b) include checks and drafts deposited for the account of the Company or any of its Subsidiaries prior to 12:01 A.M. Pacific Time that clear thereafter (but only to the extent that such amounts are not included in Closing Net Working Capital), and (c) not include the amount of any restricted cash that would otherwise be included in the definition of Closing Cash (such as any cash and cash equivalents that are held as deposits or are subject to limitations on use by reason of Contract, applicable Law or otherwise).

"Closing Date" has the meaning set forth in Section 1.3.

"Closing Indebtedness" means the Indebtedness outstanding as of immediately prior to the Closing.

"Closing Net Working Capital" means (a) the aggregate value of those current assets of the Company and its Subsidiaries, on a consolidated basis, as of 12:01 A.M. Pacific Time on the Closing Date, that are included in the line item categories of current assets specifically identified on Schedule 11.1(b) less (b) the aggregate value of those current Liabilities of the Company and its Subsidiaries, on a consolidated basis, as of 12:01 A.M. Pacific Time on the Closing Date, that are included in the line item categories of current Liabilities specifically identified on Schedule 11.1(b), in each case, determined without duplication and calculated in accordance with the Agreed Accounting Principles. Notwithstanding the foregoing,

Closing Net Working Capital shall exclude any amounts related to (i) any and all Income Tax assets and Income Tax Liabilities (including any and all deferred Tax assets and deferred Tax Liabilities) for federal, state, local, and non-U.S. Income Tax purposes, (ii) Closing Cash (and any other cash and cash equivalents, even if excluded from the definition of Closing Cash), (iii) any intercompany payables or receivables solely among the Company and its Subsidiaries, (iv) Closing Indebtedness, or (v) Closing Transaction Expenses. In determining whether any specific account or sub-account on the balance sheet is included or excluded from Closing Net Working Capital, treatment will be consistent with Schedule 11.1(b).

"Closing Transaction Expenses" means, to the extent unpaid immediately prior to the Closing, the following fees, costs and expenses of the Company and its Subsidiaries (a) the aggregate amount of fees and expenses of the Company and its Subsidiaries incurred in connection with the negotiation and execution of this Agreement and the consummation of the transactions contemplated hereby for investment banking services, legal services, accounting and tax services and (b) any transaction bonus, change of control or similar payments payable solely as a result of the Transaction (including the portion of any employer payroll Tax obligations associated therewith); provided, however, that "Closing Transaction Expenses" shall exclude (i) any amounts payable by Company and its Subsidiaries in connection with the "tail" policy pursuant to and in accordance with Section 7.2 and (ii) any amounts based upon or arising from any arrangements put in place by, or by the Company or any of its Subsidiaries at the request of, the Purchaser.

"Closing Transactions" has the meaning set forth in Section 1.4.

"Code" has the meaning set forth in Section 3.12(a).

"Company" has the meaning set forth in the Preamble.

"Confidentiality Agreement" has the meaning set forth in Section 6.2.

"Company 401(k) Plan" has the meaning set forth in Section 7.3(d).

"Continuing Employees" means the employees who are employed by the Company or any of its Subsidiaries as of the Closing Date.

"COVID-19" means SARS-CoV-2 or COVID-19, and any evolutions thereof or related or associate epidemics, pandemics or disease outbreaks.

"COVID-19 Measures" means quarantine, "shelter in place", "stay at home", workforce reduction, social distancing, shut down, closure, sequester or any similar measures, or any other Law, directive, guideline or recommendation by any Governmental Authority in connection with or in response to COVID-19.

"D&O Indemnitee" has the meaning set forth in Section 7.2(a).

"Disclosure Schedules" has the meaning set forth in Article 3.

"Dispute Resolution Firm" has the meaning set forth in Section 1.5(a).

"Electronic Delivery" has the meaning set forth in Section 12.15.

"Environmental and Safety Requirements" has the meaning set forth in Section 3.15(a).

"ERISA" has the meaning set forth in Section 3.12(a).

"Escrow Agent" means Citibank, N.A.

"Escrow Agreement" means the Escrow Agreement, to be dated as of the Closing Date, by and among the Seller, the Purchaser and the Escrow Agent, in substantially the form as set forth in Exhibit D attached hereto.

"Estimated Cash" has the meaning set forth in Section 1.2(b).

"Estimated Closing Statement" has the meaning set forth in Section 1.2(b).

"Estimated Indebtedness" has the meaning set forth in Section 1.2(b).

"Estimated Net Working Capital" has the meaning set forth in Section 1.2(b).

"Estimated Purchase Price" has the meaning set forth in Section 1.2(b).

"Estimated Transaction Expenses" has the meaning set forth in Section 1.2(b).

"Excluded Matter" has the meaning set forth in Section 9.3(b).

"FDA" has the meaning set forth in Section 3.22(a).

"Financial Statements" has the meaning set forth in Section 3.5(a).

"Fraud" means an act, committed by a party to this Agreement, with intent to deceive another party to this Agreement, in connection with this Agreement and requires (i) a false representation made in Article 3, Article 4 or Article 5 by such party; (ii) with actual knowledge (not imputed or constructive knowledge) that such representation is false; (iii) with an intention to induce the party to whom such representation is made to act or refrain from acting in reliance upon it; (iv) causing that party, in justifiable reliance upon such false representation and with ignorance to the falsity of such representation, to take or refrain from taking action; and (v) causing such party to suffer damage by reason of such reliance. For the avoidance of doubt, "Fraud" shall not include any type of constructive or equitable fraud.

"Fundamental Representations" means collectively, (a) the representations and warranties of the Company set forth in Section 3.1 (Organization, Qualification and Power), Section 3.2 (Subsidiaries), Section 3.3(a) (Authorization; Valid and Binding Agreement), Section 3.4 (Interests), Section 3.18 (Brokerage) and (b) the representations and warranties of Seller in Section 4.1 (Organization and Power), Section 4.2 (Authorization; Valid and Binding Agreement) and Section 4.6 (Ownership).

"Governing Documents" means the legal document(s) by which any Person (other than an individual) establishes its legal existence or which govern its internal affairs, including shareholders agreements (or similar agreements). For example, the "Governing Documents" of a corporation are its articles or certificate of incorporation and bylaws, the "Governing Documents" of a limited partnership are its limited partnership agreement and certificate of limited partnership and the "Governing Documents" of a limited liability company are its limited liability company or operating agreement or memorandum of association and articles or certificate of formation or organization.

"Governmental Authority" means any federal, state, provincial, local, foreign or other governmental or administrative body, instrumentality, department, ministry or agency or any court, tribunal, administrative hearing body, arbitration panel, commission, or other similar dispute-resolving panel or body.

"Hazardous Substances" has the meaning set forth in Section 3.15(a).

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules promulgated thereunder.

"Improvements" has the meaning set forth in Section 3.7(a).

"Income Tax" means any Tax imposed or determined with reference to gross or net income or profits or other similar Tax (including any franchise Taxes imposed in lieu of any income Tax).

"Income Tax Return" means any Tax Return with respect to Income Taxes.

"Indebtedness" means, as of any time of determination, without duplication, the outstanding principal amount of, accrued and unpaid interest on, and other Liabilities (including any prepayment premium or penalties, make-whole payments, or other fees, costs, and expenses payable as a result of the consummation of the transactions contemplated by this Agreement, including the payment of such Liabilities or release of Liens in connection therewith) of the Company and its Subsidiaries, arising under, for, or in respect of: (a) all indebtedness for borrowed money or indebtedness issued in substitution or exchange for borrowed money; (b) leases required to be treated as capitalized leases in accordance with GAAP; (c) indebtedness evidenced by any mortgage, note, bond, debenture or other debt security, and any indebtedness secured by a Lien on an asset of the Company or any of its Subsidiaries; (d) all outstanding reimbursement obligations in respect of drawn or cash collateralized letters of credit issued, bankers' acceptances, performance bonds, fidelity, surety bonds and similar instruments (excluding customs bonds), or otherwise incurred in connection with performance guaranties related to insurance obligations (including drawn letters of credit supporting insurance policies for worker's compensation); (e) the deferred purchase price of assets, property or services, contingent or otherwise, including all "seller notes" and "earn outs" or similar obligations (in each case, calculated according to the maximum potential amount of such obligation), conditional sale obligations or title retention agreements, whether or not matured (but excluding trade payables and accrued expenses arising in the Ordinary Course of Business to the extent included in the determination of Closing Net Working Capital); (f) that certain Advisory Services Agreement with Frontenac Company, LLC and/or its Affiliates, dated November 1, 2018; (g) any interest rate swap, currency swap, forward currency or interest rate contracts or other interest rate or currency hedging arrangements (including any breakages costs or other amounts payable upon termination on the Closing Date of any such obligation); (h) accrued and unpaid or declared and unpaid dividends, distributions, loans, advances, or other amounts payable to any related parties or partners (including the Seller and its Affiliates); (i) overdrafts; (j) any outstanding severance obligations or benefits relating to a termination of employment occurring on or prior to the Closing Date (excluding, for the avoidance of doubt, any severance obligations triggered by actions of the Purchaser or its Affiliates at or following the Closing); (k) any Liabilities in respect of deferred compensation plans, agreements, arrangements or Contracts (excluding 401(k) plan accruals); (l) payroll, social security, unemployment and similar Taxes payable in respect of any payments or benefits described in clauses (j) through (k); (n) Accrued Income Taxes; or (o) any obligation of the type referred to above of any Person (other than the Company or any of its Subsidiaries), the payment of which the Company or any of its Subsidiaries is responsible as a guarantor. Notwithstanding the foregoing, Indebtedness does not include (i) any operating lease obligations (other than capital leases), (ii) any intercompany obligations between or among the Company and its Subsidiaries, (iii) any undrawn letters of credit, or (iv) any liabilities to be included in the computation of Estimated Net Working Capital or Closing Net Working Capital or Closing Transaction Expenses.

"Indemnified Party" has the meaning set forth in Section 9.3(a).

"Indemnifying Party" has the meaning set forth in Section 9.3(a).

"Intellectual Property" means any and all of the following: (a) rights in U.S., international and foreign patents and patent applications, including provisional, utility, utility model, design, divisional, continuation, continuation-in part, reexamination and reissue patents and patent applications, and other inventions and improvements whether or not patentable; (b) trademarks, service marks, trade dress, trade names, logos, corporate names and any other designators of origin (together with all goodwill associated with any of the foregoing); (c) registered copyrights and applications for registrations of copyrights and unregistered copyrightable works, including software; (d) trade secrets, other confidential and proprietary information or know-how (e) uniform resource locators, domain names and social media account names or identifiers; and (f) all other intellectual and related proprietary rights, whether protected, created or arising by operation of law.

"Interests" means any and all shares (however designated) of capital stock of the Company issued and outstanding as of the date of determination.

"Interim Financial Statements" has the meaning set forth in Section 3.5(a).

"knowledge of the Company", "to the Company's knowledge" or other similar phrases means the actual knowledge, after reasonable inquiry of the relevant matter, of Scott Depenbrok, Elizabeth Gordon, Wally Logan and Bill Saunders.

"Latest Balance Sheet" has the meaning set forth in Section 3.5(a).

"Law" means any applicable law, rule, regulations, judgment, injunction, order, decree or other restriction of any Governmental Authority.

"Law Firm" means DLA Piper LLP (US).

"Leased Real Property" has the meaning set forth in Section 3.7(b).

"Leases Real Property" has the meaning set forth in Section 3.7(b).

"Liability" means any Loss, commitment, or obligation of any nature, whether pecuniary or not, asserted or unasserted, accrued or unaccrued, absolute or contingent, matured or unmatured, liquidated or unliquidated, determined or determinable, known or unknown, and whether due or to become due, including those arising under any Contract or Law.

"Licensed Intellectual Property" has the meaning set forth in Section 3.9(a)(xvi).

"Liens" means liens, mortgages, security interests, charges, pledges, imperfection of title, hypothecation, encroachment, lease, license, easement, right-of-way, restriction, assessment, right of first offer or refusal, put, call, deed of trust, adverse claim or other encumbrances.

"Loss" means any damages, losses, liabilities, obligations, claims of any kind, Taxes, interest, fines, penalties, awards, payments, costs, charges, sanctions, settlements, or expenses (including reasonable attorneys' fees and expenses, and any such reasonable fees or expenses in connection with pursuing any claim hereunder); provided, however, that "Losses" shall not include punitive damages, except to the extent actually awarded and paid to a Governmental Authority or other third party.

"Material Adverse Effect" means any change, effect, circumstances, occurrence, event, development or state of facts that has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on (a) the assets, liabilities, business, condition (financial or otherwise)

or results of operations of the Company and its Subsidiaries, taken as a whole, or (b) the ability of the Seller to perform its obligations under this Agreement, or to consummate the transactions contemplated hereby; provided, however, that, in the case of clause (a), none of the following shall be deemed, either alone or in combination, to constitute, and none of the following shall be taken into account in determining whether there has been or will be, a Material Adverse Effect: any change, occurrence, event or development attributable to (i) the negotiation, execution, announcement or pendency of the transactions contemplated by this Agreement or the identity of, or any facts related, to, the Purchaser or any of its Affiliates, or its future plans for the business of the Company and its Subsidiaries, including the impact thereof on relationships, contractual or otherwise, with, or actual or potential loss or impairment of, customers, suppliers, landlords, distributors, partners or employees, or on revenue, profitability and cash flows; (ii) conditions generally affecting any industry in which the Company and its Subsidiaries participate, the U.S. or world economy as a whole or the U.S. or global capital or financial markets in general or the markets in which the Company and its Subsidiaries operate; (iii) compliance with the terms of, or the taking of any action required by, this Agreement; (iv) the taking of any action, or failing to take any action, at the prior written request of Purchaser, or the taking of any action by Purchaser; (v) any change after the date hereof in applicable Laws or the interpretation thereof; (vi) actions required to be taken under applicable Laws; (vii) any change in GAAP after the date hereof; (viii) any change in the cost or availability or other terms of any financing to be obtained by Purchaser; (ix) any failure by the Company and its Subsidiaries to meet financial forecasts, projections or estimates; provided, that this clause (x) shall not prevent a determination that any change or effect underlying such failure to meet financial forecasts, projects or estimates has resulted in a Material Adverse Effect (to the extent such change or effect is not otherwise excluded from this definition of Material Adverse Effect); (xi) national or international political or social conditions, including the commencement, continuation or escalation of a war, acts of violence (whether foreign or domestic), civil unrest or civil disturbances (including rioting, protesting and looting), material armed hostilities or other material international or national calamity or act of terrorism directly or indirectly involving the U.S.; (xii) any epidemic, pandemic, outbreak of an infectious disease or other public health crisis and the response of any Governmental Authority thereto (including any material worsening of the effects of the novel coronavirus, COVID-19 and any COVID-19 Measure); or (xiii) any "act of God", including weather, natural disasters, natural conditions and earthquakes; provided, that any change, effect, circumstance, occurrence, event, development or state of facts resulting from the matters described in any of the clauses (i), (v), (vii), (viii), (xi) or (xii) may nonetheless be taken into consideration in determining whether a Material Adverse Effect has occurred or may occur to the extent such change, effect, circumstance, occurrence, event, development or state of facts has had, or would reasonably be expected to have, a disproportionate adverse impact on the Business as compared to other Persons similarly situated in the industries or markets in which the Business operates.

"Material Contracts" has the meaning set forth in Section 3.9(a).

"Material Customers" has the meaning set forth in Section 3.19.

"Material Suppliers" has the meaning set forth in Section 3.19.

"Objections Statement" has the meaning set forth in Section 1.5(a).

"Ordinary Course of Business" means, with respect to any Person, the usual and ordinary course of such Person's business consistent with past custom and practice, subject to such changes that are commercially reasonable in light of the then-current operating conditions and developments with respect to such Person.

"Outside Date" has the meaning set forth in Section 8.1(d).

"Owned Intellectual Property" has the meaning set forth in Section 3.10(a).

"Payoff Letters" has the meaning set forth in Section 1.4(c).

"Permits" means written permits, licenses, tariffs, franchises, registrations, variances, certificates, authorizations, exemptions, approvals and similar consents obtained from any Governmental Authority.

"Permitted Liens" means (a) statutory liens for current Taxes or other governmental charges not yet due and payable or the amount or validity of which is being contested in good faith by appropriate proceedings by the Company and its Subsidiaries and for which appropriate reserves have been established in accordance with GAAP; (b) inchoate mechanics', carriers', workers', repairers' and similar statutory liens arising or incurred in the ordinary course of business for amounts which are not delinquent; (c) zoning, entitlement, building and other land use regulations imposed by governmental agencies having jurisdiction over the Leased Real Property which are not violated by the current use and operation of the Leased Real Property; (d) covenants, conditions, restrictions, easements and other similar matters of record affecting title to the Leased Real Property which do not materially impair the occupancy or use of the Leased Real Property for the purposes for which it is currently used or proposed to be used in connection with the Business; (e) public roads and highways; (f) matters which would be disclosed by an inspection or accurate survey of each parcel of real property; (g) liens arising under worker's compensation, unemployment insurance, social security, retirement and similar legislation; (h) liens arising in connection with sales of foreign receivables; (i) liens on goods in transit incurred pursuant to documentary letters of credit; (j) purchase money liens and liens securing payments under capital lease arrangements; (k) non-exclusive licenses of Intellectual Property, and (l) Liens set forth on Schedule 11.1(c).

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a governmental entity or any department, agency or political subdivision thereof.

"Plans" has the meaning set forth in Section 3.12(a).

"Pre-Closing Tax Period" means a taxable period ending on or before the Closing Date and the pre-Closing portion of any Straddle Period.

"Preliminary Closing Statement" has the meaning set forth in Section 1.5(a).

"Purchase Price" has the meaning set forth in Section 1.2(a).

"Purchaser" has the meaning set forth in the Preamble.

"Purchaser Benefit Plans" has the meaning set forth in Section 7.3(a).

"Purchaser Group" means the Purchaser and each of its Affiliates (including, but solely after the Closing, the Company and its Subsidiaries) and each of their respective officers, directors, employees, partners, members, managers, agents, attorneys, representatives, successors or permitted assigns.

"Purchaser Indemnified Party" has the meaning set forth in Section 9.1.

"Purchaser Releasees" has the meaning set forth in Section 10.6.

"Purchaser's Representatives" has the meaning set forth in Section 6.2.

"R&W Policy" means the buyer-side representation and warranty insurance policy (including all exhibits and endorsements thereto) issued in connection with the transactions contemplated by this Agreement in the form attached hereto as Exhibit E.

"Release" means any release, spill, leak, pumping, pouring, emission, emptying, discharge, injection, escape, leaching, migration, disposal, dumping, deposit, spraying, burial, abandonment, incineration, seepage, placement to, into or through the environment or the workplace.

"Required Operating Cash" means $1,000,000.

"Schedule" has the meaning set forth in Article 3.

"Seller" has the meaning set forth in the Preamble.

"Seller Indemnified Parties" has the meaning set forth in Section 9.2.

"Seller Releasers" has the meaning set forth in Section 10.6.

"Straddle Period" means a taxable period that includes (but does not end on) the Closing Date.

"Subsidiary" means, with respect to any Person, any corporation of which a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof, or any partnership, association or other business entity of which a majority of the partnership or other similar ownership interest is at the time owned or controlled, directly or indirectly, by such Person or one or more Subsidiaries of such Person or a combination thereof. For purposes of this definition, a Person is deemed to have a majority ownership interest in a partnership, association or other business entity if such Person is allocated a majority of the gains or losses of such partnership, association or other business entity or is or controls the managing director or general partner of such partnership, association or other business entity.

"Target Net Working Capital" means $12,605,000.

"Tax" or "Taxes" means any federal, state, local or foreign income, gross receipts, franchise, estimated, alternative minimum, add-on minimum, sales, use, transfer, real property gains, registration, value added, excise, natural resources, severance, stamp, occupation, premium, windfall profit, environmental, customs, duties, real property, special assessment, personal property, unclaimed property, capital stock, social security, unemployment, disability, payroll, license, employee or withholding tax, or other tax, duty, fee, assessment or charge relating to taxes imposed by any taxing authority, whether computed on a separate or consolidated, unitary or combined basis or in any other manner, whether disputed or not and including any obligation to indemnify or otherwise assume or succeed to the tax liability of any other Person, and including any interest, penalties or additions to tax or additional amounts in respect of the foregoing.

"Tax Returns" means any return, report, information return or other document (including schedules or any related or supporting information) filed or required to be filed with any governmental entity or other authority in connection with the determination, assessment or collection of any Tax or the administration of any laws, regulations or administrative requirements relating to any Tax.

"Third Party Claim" has the meaning set forth in Section 9.3(a).

"Transaction" means the negotiation, preparation, execution, and delivery of this Agreement and related agreements, and the consummation of the transactions contemplated hereby or thereby.

"Transaction Documents" means this Agreement, the Escrow Agreement and each other document, instrument, agreement and/or certificate contemplated by this Agreement.

"Transaction Tax Deductions" means all amounts to the extent deductible for Income Tax purposes that are related to or arise out of the transactions contemplated by this Agreement, including, without duplication: (i) the Closing Transaction Expenses; (ii) any fees, costs and expenses of any of the Company and/or its Subsidiaries attributable to or arising out of the transactions contemplated by this Agreement; (iii) all success based fees of professionals (including investment bankers and other consultants and advisors and applying the seventy percent (70%) safe-harbor election under Revenue Procedure 2011-29 to any "success based fees") paid by or on behalf of any Company and/or its Subsidiaries in connection with this Agreement; (iv) the capitalized financing costs and expenses and any prepayment premium resulting from the satisfaction of Closing Indebtedness; (v) all sale, "stay-around", retention, change of control or similar bonuses or payments payable to current or former employees, directors or consultants of any of the Company and/or its Subsidiaries contingent upon the Closing or, in the case of routine bonus or similar payments not contingent upon the Closing, included as an accrual in the computation of Closing Net Working Capital or Indebtedness and (vi) any payroll Taxes imposed with respect to any of the foregoing.

"Transfer Taxes" has the meaning set forth in Section 10.1(a).

"Treasury Regulations" means the regulations promulgated under the Code by the United States Department of the Treasury.

"Waived 280G Benefits" has the meaning set forth in Section 6.7.

11.2 Other Definitional Provisions.

(a) Accounting Terms. Accounting terms which are not otherwise defined in this Agreement have the meanings given to them under GAAP. To the extent that the definition of an accounting term defined in this Agreement is inconsistent with the meaning of such term under GAAP, the definition set forth in this Agreement will control.

(b) Successor Laws. Any reference to any particular Code section or any other law or regulation will be interpreted to include any revision of or successor to that section regardless of how it is numbered or classified.

ARTICLE 12
MISCELLANEOUS

12.1 Press Releases and Communications. No press release or public announcement related to this Agreement or the transactions contemplated herein, or prior to the Closing any other announcement or communication to the employees, customers or other business relations of the Company or any of its Subsidiaries shall be issued or made by any party hereto without the joint approval of the Purchaser and the Seller, unless required by Law, the Securities Exchange Act of 1934, as amended, or the rules of and regulations of any national securities exchange on which such party's (or such party's Affiliate's) shares of capital stock are listed, in which case the Purchaser and the Seller shall have the right to review and comment on such press release, announcement or communication prior to issuance, distribution or publication. Notwithstanding the foregoing, each of the Seller and the Purchaser shall be

allowed to disclose the terms of this Agreement and the transactions contemplated hereby (i) to authorized representatives and employees of such party or its Affiliates, (ii) in connection with summary information about such party's, or any of the such party's Affiliates, financial condition, (iii) to any of such party's Affiliates or their auditors, attorneys, financing sources, limited partners, potential investors or other agents (including in investment fund marketing materials), (iv) to any bona fide prospective purchaser of the equity or assets of such party or its Affiliates or (v) as required to be disclosed by order of a court of competent jurisdiction, administrative body, Governmental Authority, or by subpoena, summons or legal process, or by Law; provided that in the case of disclosures made pursuant to clauses (i) through (v), the recipient is informed of the confidential nature of such information.

12.2 Expenses. Except as otherwise expressly provided herein, the Seller, on the one hand, and the Purchaser, on the other hand, shall pay all of their own expenses (including attorneys' and accountants' fees and expenses) in connection with the negotiation of this Agreement, the performance of their obligations hereunder and the consummation of the transactions contemplated by this Agreement. For the avoidance of doubt, the Purchaser shall be responsible for all fees, costs and expenses associated with the R&W Policy.

12.3 Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (a) when personally delivered, (b) when transmitted via e-mail to the e-mail address, as applicable, set out below or (c) the day following the day (except if not a Business Day then the next Business Day) on which the same has been delivered prepaid to a reputable national overnight air courier service. Notices, demands and communications, in each case to the respective parties, shall be sent to the applicable address set forth below, unless another address has been previously specified in writing:

Notices to the Purchaser (and, after the Closing, the Company)

Novanta Corporation
c/o Novanta Inc.
125 Middlesex Turnpike
Bedford, MA 01730
Attention: Robert Buckley; Michele Welsh
Email: robert.buckley@novanta.com; Michele.Welsh@novanta.com

with a copy to:

Dorsey & Whitney LLP
50 South Sixth Street, Suite 1500
Minneapolis, MN 55402
Attention: Jonathan A. Van Horn; Brian Burke
Email: van.horn.jonathan@dorsey.com; burke.brian@dorsey.com

Notices to the Seller (and, prior to the Closing, the Company):

Motion Solutions Holdings, LLC
One South Wacker, Suite 2980
Chicago, Illinois 60606
Attention: Michael S. Langdon; Markie Masri
Email: mlangdon@frontenac.com; mmasri@frontenac.com

with a copy to:

DLA Piper LLP (US)
444 West Lake Street, Suite 900
Chicago, Illinois 60606
Attention: Harris R. Eisenberg; Alyssa Christensen
Email: harris.eisenberg@us.dlapiper.com; alyssa.christensen@us.dlapiper.com

12.4 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by any party hereto without the prior written consent of the other parties hereto (such consent not to be unreasonably withheld, conditioned or delayed). Any attempted assignment or transfer in violation of this Section 12.4 shall be null and void.

12.5 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

12.6 References. The table of contents and the section and other headings and subheadings contained in this Agreement and the exhibits hereto are solely for the purpose of reference, are not part of the agreement of the parties hereto, and shall not in any way affect the meaning or interpretation of this Agreement or any exhibit hereto. All references to days or months shall be deemed references to calendar days or months. All references to "$" shall be deemed references to United States dollars. Unless the context otherwise requires, any reference to a "Section," "Exhibit," "Disclosure Schedule" or "Schedule" shall be deemed to refer to a section of this Agreement, exhibit to this Agreement or a schedule to this Agreement, as applicable. The words "hereof," "herein" and "hereunder" and words of similar import referring to this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. English shall be the governing language of this Agreement. The word "including" shall mean "including, without limitation".

12.7 Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any Person. Any information set forth in any Schedule or incorporated in any Section of the Agreement shall be considered to have been set forth in each other Schedule and shall be deemed to modify the representations and warranties in Article 3 and Article 4 whether or not such representations and warranties refer to such Schedule or any Schedule, provided, that the applicability of such disclosure to such representation and warranty is reasonably apparent on the face of such disclosure; provided that the disclosures and information in the Disclosure Schedules shall not constitute a representation or warranty and shall not expand any representation or warranty in Article 3 or Article 4. The specification of any dollar amount or the inclusion of any item in the representations and warranties contained in this Agreement or the Disclosure Schedules or Exhibits attached hereto is not intended to imply that the amounts, or higher or lower amounts, or the items so included, or other items, are or are not required to be disclosed (including whether such amounts or items are required to be disclosed as material or threatened) or are within or outside of the ordinary course of business, and no party shall use the fact of the setting of the amounts or the fact of the inclusion of any item in this Agreement or the Disclosure Schedules or Exhibits in any dispute or controversy between the parties as to whether any obligation, item or matter not described or included in this Agreement or in any Schedules or Exhibit is or is not required to be disclosed (including whether the amount or items are required to be disclosed as material or threatened) or is within or outside of the ordinary course of business for purposes of this Agreement. The information contained in this Agreement and in the Disclosure Schedules and Exhibits hereto is disclosed solely for purposes of this Agreement, and

no information contained herein or therein shall be deemed to be an admission by any party hereto to any third party of any matter whatsoever (including any violation of law or breach of contract).

12.8 Amendment and Waiver. Any provision of this Agreement or the Disclosure Schedules or Exhibits hereto may be amended only in a writing signed by the Purchaser and the Seller and any provision of this Agreement or the Disclosure Schedules or Exhibits hereto may be waived only in a writing signed by the party against whom such waiver is to be effective; provided that, following the Closing, Section 7.2 may not be amended or waived without the consent of a majority of the D&O Indemnitees. No waiver of any provision hereunder or any breach or default thereof shall extend to or affect in any way any other provision or prior or subsequent breach or default.

12.9 Complete Agreement. This Agreement and the documents referred to herein (including the Confidentiality Agreement) contain the complete agreement between the parties hereto and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way.

12.10 Third-Party Beneficiaries. Certain provisions of this Agreement are intended for the benefit of the D&O Indemnitees. Except as otherwise expressly provided herein, nothing expressed or referred to in this Agreement will be construed to give any Person other than the parties to this Agreement and the D&O Indemnitees any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement.

12.11 Waiver of Trial by Jury. EACH PARTY HERETO HEREBY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE, TO THE EXTENT PERMITTED BY LAW, EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (IV) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 12.11.

12.12 Purchaser Deliveries. Any document or item will be deemed “delivered”, “provided” or “made available” within the meaning of this Agreement if such document or item (i) is included in the electronic data room at least two Business Days prior to the date hereof, or (ii) actually delivered or provided to the Purchaser or any of Purchaser’s Representatives.

12.13 Specific Performance.

(a) The parties agree that irreparable damage for which money damages, even if available, would not be an adequate remedy, may occur prior to a termination in the event that the parties do not perform the provisions of this Agreement (including failure to take such actions as are required of it hereunder to consummate this Agreement) in accordance with its specified terms or otherwise breach such provisions. Accordingly, prior to the valid termination of this Agreement, the parties acknowledge and hereby agree that in the event of any breach or threatened breach by a party of its covenants or obligations

set forth in this Agreement, each of the other parties will be entitled to an injunction or injunctions to prevent or restrain breaches or threatened breaches of this Agreement by such party, and to specifically enforce the terms and provisions of this Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of such party under this Agreement, in addition to any other remedy to which the other parties are entitled at law or in equity, including the Seller's right to terminate this Agreement pursuant to Article 8 and to seek money damages. The parties hereby agree not to raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches or threatened breaches of this Agreement by the other parties. The parties hereby waives (i) any defenses in any Action for specific performance, including the defense that a remedy at law would be adequate, and (ii) any requirement under any Law to post a bond or other security as a prerequisite to obtaining equitable relief.

(b) Notwithstanding anything herein to the contrary, in no event shall this Section 12.13 be used, alone or together with any other provision of this Agreement, to require the Company to remedy any breach of any representation or warranty of the Company made herein.

12.14 Non-Recourse. This Agreement may only be enforced against, and any claim or suit based upon, arising out of, or related to this Agreement, or the negotiation, execution or performance of this Agreement, may only be brought against the named parties to this Agreement and then only with respect to the specific obligations set forth herein with respect to the named parties to this Agreement (in all cases, as limited by the provisions herein). No Person who is not a named party to this Agreement, including any past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney or representative of the Purchaser, the Company or the Seller or any of their respective Affiliates, will have or be subject to any liability or indemnification obligation (whether in contract, tort, equity or otherwise) any claim based on, in respect of, or by reason of, the sale and purchase of the Company or its Subsidiaries, including any alleged non-disclosure or misrepresentations made by any such Persons, in each case, regardless of the legal theory under which such liability or obligation may be sought to be imposed, whether sounding in contract or tort, or whether at law or in equity, or otherwise; and each party waives and releases all such liabilities and obligations against any such Persons.

12.15 Electronic Delivery. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments hereto or thereto, to the extent delivered by means of a facsimile machine or electronic mail (any such delivery, an "Electronic Delivery"), will be treated in all manner and respects as an original agreement or instrument and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto will re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument will raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such party forever waives any such defense, except to the extent such defense related to lack of authenticity.

12.16 Counterparts. This Agreement may be executed in multiple counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together shall constitute one and the same instrument.

12.17 Governing Law. All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement and the exhibits and schedules hereto (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement) shall be governed

by, and construed in accordance with, the laws of the State of Delaware applicable to agreements executed and performed entirely within such State, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

12.18 Consent to Jurisdiction. SUBJECT TO THE PROVISIONS OF SECTION 1.5 (WHICH SHALL GOVERN ANY DISPUTE ARISING THEREUNDER), THE PARTIES AGREE THAT JURISDICTION AND VENUE IN ANY SUIT, ACTION, OR PROCEEDING BROUGHT BY ANY PARTY IN CONNECTION WITH THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY, OR THE PERFORMANCE OF THE OBLIGATIONS IMPOSED HEREUNDER SHALL PROPERLY AND EXCLUSIVELY LIE IN THE CHANCERY COURT OF THE STATE OF DELAWARE AND ANY STATE APPELLATE COURT THEREFROM IN THE STATE OF DELAWARE (OR, IF THE CHANCERY COURT OF THE STATE OF DELAWARE DECLINES TO ACCEPT JURISDICTION OVER A PARTICULAR MATTER, ANY FEDERAL OR STATE COURT LOCATED IN WILMINGTON, DELAWARE). EACH PARTY ALSO AGREES NOT TO BRING ANY SUIT, ACTION, OR PROCEEDING IN CONNECTION WITH THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY, OR THE PERFORMANCE OF THE OBLIGATIONS IMPOSED HEREUNDER IN ANY OTHER COURT. BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY IRREVOCABLY SUBMITS TO THE JURISDICTION OF SUCH COURTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY WITH RESPECT TO ANY SUCH SUIT, ACTION, OR PROCEEDING. THE PARTIES IRREVOCABLY AGREE THAT VENUE WOULD BE PROPER IN SUCH COURT, AND HEREBY WAIVE ANY OBJECTION THAT ANY SUCH COURT IS AN IMPROPER OR INCONVENIENT FORUM FOR THE RESOLUTION OF SUCH SUIT, ACTION, OR PROCEEDING. THE PARTIES FURTHER AGREE THAT THE MAILING BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, OF ANY PROCESS REQUIRED BY ANY SUCH COURT SHALL CONSTITUTE VALID AND LAWFUL SERVICE OF PROCESS AGAINST THEM, WITHOUT NECESSITY FOR SERVICE BY ANY OTHER MEANS PROVIDED BY STATUTE OR RULE OF COURT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

12.19 Post-Closing Attorney-Client Matters.

(a) The Seller's Post-Acquisition Use of Law Firm. Each party to this Agreement acknowledges that (a) one or more of the Company, its Subsidiaries and the Seller have retained Law Firm to act as their counsel in connection with the Transaction as well as other past and ongoing matters, (b) Law Firm has not acted as counsel for any other Person in connection with the Transaction, and (c) no Person other than the Company, its Subsidiaries and the Seller has the status of a Law Firm client for conflict of interest or any other purpose as a result thereof. The Purchaser (1) waives and will not assert, and will cause each of its Subsidiaries (including, after Closing, the Company and its Subsidiaries) to waive and not assert, any conflict of interest relating to Law Firm's representation after the Closing of the Seller or the Seller's Affiliates in any matter involving the Transaction (including any litigation, arbitration, mediation, or other proceeding), and (2) consents to, and will cause each of its Subsidiaries (including, after Closing, the Company and its Subsidiaries) to consent to, any such representation, even though in each case (x) the interests of the Seller and/or the Seller's Affiliates may be directly adverse to the Purchaser, the Company, or any of their Subsidiaries, (y) Law Firm may have represented the Company or its Subsidiaries in a substantially related matter, or (z) Law Firm may be handling other ongoing matters for the Purchaser, the Company or any of their respective Subsidiaries.

(b) The Purchaser's Non-Access to the Company's Legal Records re Acquisition Transaction. The Purchaser agrees that, after the Closing, neither the Company, the Purchaser,

nor any of their Subsidiaries will have any right to access or control any of Law Firm's records relating to or affecting the Transaction, which will be the property of (and be controlled by) the Seller.

(c) The Seller's Retention of Attorney-Client Privilege with Respect to Sell-Side Acquisition Legal Representation. The Purchaser agrees, on its own behalf and on behalf of its Subsidiaries (including, after Closing, the Company and its Subsidiaries), that from and after Closing (a) the attorney-client privilege, solicitor-client privilege, all other evidentiary privileges, and the expectation of client confidence as to all Attorney-Client Communication belong to the Seller and will not pass to or be claimed by the Purchaser, the Company, or any of their Subsidiaries, and (b) the Seller will have the exclusive right to control, assert, or waive the attorney-client privilege, solicitor-client privilege, any other evidentiary privilege, and the expectation of client confidence with respect to such Attorney-Client Communication. Accordingly, the Purchaser will not, and will cause each of its Subsidiaries (including, after Closing, the Company and its Subsidiaries) not to, (x) assert any attorney-client privilege, solicitor-client privilege, other evidentiary privilege, or expectation of client confidence with respect to any Attorney-Client Communication, except in the event of a post-Closing dispute with a Person that is not the Seller or the Seller's Affiliate; or (y) take any action which could cause any Attorney-Client Communication to cease being a confidential communication or to otherwise lose protection under the attorney-client privilege, solicitor-client privilege or any other evidentiary privilege, including waiving such protection in any dispute with a Person that is not the Seller or the Seller's Affiliate. Furthermore, the Purchaser agrees, on its own behalf and on behalf of each of its Subsidiaries (including, after Closing, the Company and its Subsidiaries), that in the event of a dispute between the Seller or the Seller's Affiliates, on the one hand, and the Company or any of its Subsidiaries, on the other hand, arising out of or relating to any matter in which Law Firm jointly represented both parties, neither the attorney-client privilege, solicitor-client privilege, the expectation of client confidence, nor any right to any other evidentiary privilege will protect from disclosure to the Seller or the Seller's Affiliates any information or documents developed or shared during the course of Law Firm's joint representation.

* * * *

IN WITNESS WHEREOF, the parties hereto have executed this Securities Purchase Agreement as of the day and year first above written.

COMPANY: MOTION SOLUTIONS PARENT CORP.

By: /s/ Scott Depenbrok
Name: Scott Depenbrok
Its: President

PURCHASER: NOVANTA CORPORATION|

By: /s/ Robert Buckley
Name: Robert Buckley
Its: Chief Financial Officer

SELLER: MOTION SOLUTIONS HOLDINGS LLC

By: /s/ Michael S. Langdon
Name: Michael S. Langdon
Its: President

AMENDMENT TO SECURITIES PURCHASE AGREEMENT

January 1, 2024

This amendment (this "Amendment") amends that certain Securities Purchase Agreement (as may be further amended from time to time, the "Agreement"), dated as November 14, 2023, by and among Novanta Corporation, a Michigan corporation (the "Purchaser"), Motion Solutions Parent Corp., a Delaware corporation (the "Company") and Motion Solutions Holdings LLC, a Delaware limited liability company (the "Seller"). Capitalized terms used herein but not otherwise defined shall have the meaning giving such terms in the Agreement.

Section 1: **Amendments to the Agreement.** Pursuant to and in accordance with Section 12.8 of the Agreement, the Agreement is hereby amended as follows:

a) The definition of "Target Net Working Capital" is hereby replaced with the following:

"Target Net Working Capital" means $13,035,000.00."

Section 2: **Continuing Effect.** Other than as specifically set forth herein, the remainder of the Agreement shall remain unchanged and is reaffirmed hereby as in full force and effect.

Section 3: **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the Parties have executed this Amendment to Securities Purchase Agreement as of the date first above written.

COMPANY:

MOTION SOLUTIONS PARENT CORP.

By: /s/ Scott Depenbrok
Name: Scott Depenbrok
Title: President

SELLER:

MOTION SOLUTIONS HOLDINGS LLC

By: /s/ Michael S. Langdon
Name: Michael S. Langdon
Title: President

PURCHASER:

NOVANTA CORPORATION

By: /s/ Michele Welsh
Name: Michele Welsh
Title: Secretary

Exhibit 21.1

NOVANTA INC. SUBSIDIARIES

Subsidiary	Place of Incorporation
Novanta Corporation	Michigan
Novanta Japan Corporation	Japan
Novanta Singapore Pte. Ltd.	Singapore
Novanta Technologies UK Limited	United Kingdom
Novanta UK Investments Holding Limited	United Kingdom
Novanta Technologies (Suzhou) Co., Ltd.	China
GSI Lumonics Asia Pacific Ltd.	Hong Kong
Novanta Europe GmbH	Germany
Novanta Distribution (USD) GmbH	Germany
Novanta Italy SRL	Italy
NDS Surgical Imaging, LLC	Delaware
Novanta Holdings BV	Netherlands
Novanta EMEA BV	Netherlands
Novanta Česká republika s.r.o.	Czech Republic
Laser Quantum Limited	United Kingdom
Laser Quantum GmbH	Germany
W.O.M. World of Medicine GmbH	Germany
W.O.M. World of Medicine USA, Inc.	Florida
Zettlex (UK) Limited	United Kingdom
Ingenia-CAT S.L.	Spain
Med X Change, LLC.	Florida
Novanta Medical Technologies Corp.	Delaware
ATI Industrial Automation, Inc.	North Carolina
ATI Industrial Mexico, LLC	North Carolina
Novanta Insurance Company	Arizona
ATI Automatizacion Industrial S de RL de CV.	Mexico
ATI Industrial Automation (Lang Fang) Co., Ltd.	China
Novanta Medical s.r.o.	Czech Republic

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (Nos. 333-171260, 333-202598, 333-256217) of Novanta Inc. of our report dated February 28, 2024 relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP

Boston, Massachusetts
February 28, 2024

Exhibit 31.1

CERTIFICATION PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002
CERTIFICATIONS

I, Matthijs Glastra, certify that:

1. I have reviewed this annual report on Form 10-K of Novanta Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 28, 2024

/s/ Matthijs Glastra
Matthijs Glastra
Chief Executive Officer

Exhibit 31.2

CERTIFICATION PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002
CERTIFICATIONS

I, Robert J. Buckley, certify that:

1. I have reviewed this annual report on Form 10-K of Novanta Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 28, 2024

/s/ Robert J. Buckley
Robert J. Buckley
Chief Financial Officer

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Novanta Inc. (the "Company") on Form 10-K for the period ended December 31, 2023 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Matthijs Glastra, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

(1) the Report fully complies with the requirements of section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 28, 2024

/s/ Matthijs Glastra
Matthijs Glastra
Chief Executive Officer

Exhibit 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Novanta Inc. (the "Company") on Form 10-K for the period ended December 31, 2023 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Robert J. Buckley, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

(1) the Report fully complies with the requirements of section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 28, 2024

/s/ Robert J. Buckley
Robert J. Buckley
Chief Financial Officer

Exhibit 97.1

NOVANTA INC.
POLICY FOR RECOVERY OF ERRONEOUSLY AWARDED COMPENSATION

Novanta Inc. (the "***Company***") has adopted this Policy for Recovery of Erroneously Awarded Compensation (the "***Policy***"), effective as of October 2, 2023 (the "***Effective Date***"). Capitalized terms used in this Policy but not otherwise defined herein are defined in Section 11.

1. Persons Subject to Policy

This Policy shall apply to current and former Officers of the Company.

2. Compensation Subject to Policy

This Policy shall apply to Incentive-Based Compensation received on or after the Effective Date. For purposes of this Policy, the date on which Incentive-Based Compensation is "received" shall be determined under the Applicable Rules, which generally provide that Incentive-Based Compensation is "received" in the Company's fiscal period during which the relevant Financial Reporting Measure is attained or satisfied, without regard to whether the grant, vesting or payment of the Incentive-Based Compensation occurs after the end of that period.

3. Recovery of Compensation

In the event that the Company is required to prepare a Restatement, the Company shall recover, reasonably promptly, the portion of any Incentive-Based Compensation that is Erroneously Awarded Compensation, unless the Committee has determined that recovery would be Impracticable. Recovery shall be required in accordance with the preceding sentence regardless of whether the applicable Officer engaged in misconduct or otherwise caused or contributed to the requirement for the Restatement and regardless of whether or when restated financial statements are filed by the Company. For clarity, the recovery of Erroneously Awarded Compensation under this Policy will not give rise to any person's right to voluntarily terminate employment for "good reason," or due to a "constructive termination" (or any similar term of like effect) under any plan, program or policy of or agreement with the Company or any of its affiliates.

4. Manner of Recovery; Limitation on Duplicative Recovery

The Committee shall, in its sole discretion, determine the manner of recovery of any Erroneously Awarded Compensation, which may include, without limitation, reduction or cancellation by the Company or an affiliate of the Company of Incentive-Based Compensation or Erroneously Awarded Compensation, reimbursement or repayment by any person subject to this Policy of the Erroneously Awarded Compensation, and, to the extent permitted by law, an offset of the Erroneously Awarded Compensation against other compensation payable by the Company or an affiliate of the Company to such person. Notwithstanding the foregoing, unless otherwise prohibited by the Applicable Rules, to the extent this Policy provides for recovery of Erroneously Awarded Compensation already recovered by the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 or Other Recovery Arrangements, the amount of Erroneously

Awarded Compensation already recovered by the Company from the recipient of such Erroneously Awarded Compensation may be credited to the amount of Erroneously Awarded Compensation required to be recovered pursuant to this Policy from such person.

5. Administration

This Policy shall be administered, interpreted and construed by the Committee, which is authorized to make all determinations necessary, appropriate or advisable for such purpose. The Board of Directors of the Company (the "***Board***") may re-vest in itself the authority to administer, interpret and construe this Policy in accordance with applicable law, and in such event references herein to the "Committee" shall be deemed to be references to the Board. Subject to any permitted review by the applicable national securities exchange or association pursuant to the Applicable Rules, all determinations and decisions made by the Committee pursuant to the provisions of this Policy shall be final, conclusive and binding on all persons, including the Company and its affiliates, equityholders and employees. The Committee may delegate administrative duties with respect to this Policy to one or more directors or employees of the Company, as permitted under applicable law, including any Applicable Rules.

6. Interpretation

This Policy will be interpreted and applied in a manner that is consistent with the requirements of the Applicable Rules, and to the extent this Policy is inconsistent with such Applicable Rules, it shall be deemed amended to the minimum extent necessary to ensure compliance therewith.

7. No Indemnification; No Liability

The Company shall not indemnify or insure any person against the loss of any Erroneously Awarded Compensation pursuant to this Policy, nor shall the Company directly or indirectly pay or reimburse any person for any premiums for third-party insurance policies that such person may elect to purchase to fund such person's potential obligations under this Policy. None of the Company, an affiliate of the Company or any member of the Committee or the Board shall have any liability to any person as a result of actions taken under this Policy.

8. Application; Enforceability

Except as otherwise determined by the Committee or the Board, the adoption of this Policy does not limit, and is intended to apply in addition to, any other clawback, recoupment, forfeiture or similar policies or provisions of the Company or its affiliates, including any such policies or provisions of such effect contained in any employment agreement, bonus plan, incentive plan, equity-based plan or award agreement thereunder or similar plan, program or agreement of the Company or an affiliate or required under applicable law (the "***Other Recovery Arrangements***"). The remedy specified in this Policy shall not be exclusive and shall be in addition to every other right or remedy at law or in equity that may be available to the Company or an affiliate of the Company.

9. Severability

The provisions in this Policy are intended to be applied to the fullest extent of the law; provided, however, to the extent that any provision of this Policy is found to be unenforceable or invalid under any applicable law, such provision will be applied to the maximum extent permitted, and shall automatically be deemed amended in a manner consistent with its objectives to the extent necessary to conform to any limitations required under applicable law.

10. Amendment and Termination

The Board or the Committee may amend, modify or terminate this Policy in whole or in part at any time and from time to time in its sole discretion. This Policy will terminate automatically when the Company does not have a class of securities listed on a national securities exchange or association.

11. Definitions

"***Applicable Rules***" means Section 10D of the Exchange Act, Rule 10D-1 promulgated thereunder, the listing rules of the national securities exchange or association on which the Company's securities are listed, and any applicable rules, standards or other guidance adopted by the Securities and Exchange Commission or any national securities exchange or association on which the Company's securities are listed.

"***Committee***" means the committee of the Board responsible for executive compensation decisions comprised solely of independent directors (as determined under the Applicable Rules), or in the absence of such a committee, a majority of the independent directors serving on the Board.

"***Erroneously Awarded Compensation***" means the amount of Incentive-Based Compensation received by a current or former Officer that exceeds the amount of Incentive-Based Compensation that would have been received by such current or former Officer based on a restated Financial Reporting Measure, as determined on a pre-tax basis in accordance with the Applicable Rules.

"***Exchange Act***" means the Securities Exchange Act of 1934, as amended.

"***Financial Reporting Measure***" means any measure determined and presented in accordance with the accounting principles used in preparing the Company's financial statements, and any measures derived wholly or in part from such measures, including GAAP, IFRS and non-GAAP/IFRS financial measures, as well as stock or share price and total equityholder return.

"***GAAP***" means United States generally accepted accounting principles.

"***IFRS***" means international financial reporting standards as adopted by the International Accounting Standards Board.

"***Impracticable***" means (a) the direct costs paid to third parties to assist in enforcing recovery would exceed the Erroneously Awarded Compensation; provided that the Company (i) has made reasonable attempts to recover the Erroneously Awarded Compensation, (ii) documented such attempt(s), and (iii) provided such documentation to the relevant listing exchange or association, (b) to the extent permitted by the Applicable Rules, the recovery would violate the Company's home country laws pursuant to an opinion of home country counsel; provided that the Company has (i) obtained an opinion of home country counsel, acceptable to the relevant listing exchange or association, that recovery would result in such violation, and (ii) provided such opinion to the relevant listing exchange or association, or (c) recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of 26 U.S.C. 401(a)(13) or 26 U.S.C. 411(a) and the regulations thereunder.

"***Incentive-Based Compensation***" means, with respect to a Restatement, any compensation that is granted, earned, or vested based wholly or in part upon the attainment of one or more Financial Reporting Measures and received by a person: (a) after beginning service as an Officer; (b) who served as an Officer at any time during the performance period for that compensation; (c) while the issuer has a class of its securities listed on a national securities exchange or association; and (d) during the applicable Three-Year Period.

"***Officer***" means each person who serves as an executive officer of the Company, as defined in Rule 10D-1(d) under the Exchange Act.

"***Restatement***" means an accounting restatement to correct the Company's material noncompliance with any financial reporting requirement under securities laws, including restatements that correct an error in previously issued financial statements (a) that is material to the previously issued financial statements or (b) that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period.

"***Three-Year Period***" means, with respect to a Restatement, the three completed fiscal years immediately preceding the date that the Board, a committee of the Board, or the officer or officers of the Company authorized to take such action if Board action is not required, concludes, or reasonably should have concluded, that the Company is required to prepare such Restatement, or, if earlier, the date on which a court, regulator or other legally authorized body directs the Company to prepare such Restatement. The "Three-Year Period" also includes any transition period (that results from a change in the Company's fiscal year) within or immediately following the three completed fiscal years identified in the preceding sentence. However, a transition period between the last day of the Company's previous fiscal year end and the first day of its new fiscal year that comprises a period of nine to 12 months shall be deemed a completed fiscal year.