

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

**FORM S-8
REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933**

FORUM ENERGY TECHNOLOGIES, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

61-1488595

(I.R.S. Employer
Identification Number)

**10344 Sam Houston Park Drive, Suite 300
Houston, Texas 77064**

(Address, including zip code, of registrant's principal executive offices)

2024 RESTRICTED STOCK UNIT INDUCEMENT AWARDS

(Full title of the plan)

**John C. Ivascu
Executive Vice President, General Counsel, Chief Compliance Officer and Corporate Secretary**

**Forum Energy Technologies, Inc.
10344 Sam Houston Park Drive, Suite 300
Houston, Texas 77064**

(281) 949-2500

(Name, address and telephone number, including area code, of agent for service)

Copy to:

Krista Hanvey
Gibson, Dunn & Crutcher LLP
2001 Ross Avenue, Suite 2100
Dallas, Texas 75201
(214) 698-3100

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

Non-accelerated filer

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 7(a)(2)(B) of the Securities Act.

EXPLANATORY NOTE

This Registration Statement on Form S-8 is being filed by Forum Energy Technologies, Inc. (“Forum” or the “Registrant”) with the Securities and Exchange Commission (the “Commission”) to register 39,000 shares of the Registrant’s common stock, par value \$0.01 per share (“Common Stock”), which shares of Common Stock are subject to restricted stock units granted as an inducement to employment in accordance with NYSE Listing Rule 303A.08.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

Item 1. Plan Information*

Not required to be filed with this registration statement.

Item 2. Registrant Information and Employee Plan Annual Information*

Not required to be filed with this registration statement.

* Documents containing the information specified in Part I of Form S-8 have been and/or will be sent or given to employees as specified by Rule 428(b) (1) of the Securities Act. In accordance with the instructions of Part I of Form S-8, such documents will not be filed with the Commission either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 under the Securities Act. These documents and the documents incorporated by reference pursuant to Item 3 of Part II of this Registration Statement, taken together, constitute the prospectus as required by Section 10(a) of the Securities Act.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents filed by the Registrant with the Commission are incorporated by reference herein and shall be deemed to be a part hereof:

- the Annual Report on [Form 10-K](#) for the fiscal year ended December 31, 2022, filed on February 28, 2023;
- the Quarterly Reports on Form 10-Q for the fiscal quarter ended on [March 31, 2023](#), filed on May 5, 2023, for the fiscal quarter ended on [June 30, 2023](#), filed on August 4, 2023 and for the fiscal quarter ended on [September 30, 2023](#), filed on November 3, 2023;
- the Current Reports on Form 8-K filed with the Commission on [January 3, 2023](#), [March 6, 2023](#), [April 3, 2023](#), [May 17, 2023](#), [November 3, 2023](#), and [December 4, 2023](#); and
- The description of the Registrant’s Common Stock contained in the Registrant’s Registration Statement on [Form 10-K](#) (File No. 001-35504) filed with the Commission on February 25, 2020, pursuant to Rule 12g-3 promulgated under the Exchange Act, including any amendment or report filed for the purpose of updating such description.

In addition, all documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14, and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all securities being offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated herein by reference and to be a part hereof from the dates of filing of such documents. Any statement contained in a document incorporated, or deemed to be incorporated, by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document that also is, or is deemed to be, incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement. Notwithstanding the foregoing, unless specifically stated to the contrary, none of the information that the Registrant discloses under Items 2.02 or 7.01 of any Current Report on Form 8-K that it may from time to time furnish to the Commission will be incorporated by reference into, or otherwise included in, this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

The Registrant is a Delaware corporation. Reference is made to Section 102(b)(7) of the General Corporation Law of the State of Delaware (the "DGCL"), which enables a corporation in its certificate of incorporation to eliminate or limit the personal liability of a director for violations of the director's fiduciary duty, except:

- for any breach of the director's duty of loyalty to the corporation or its stockholders;
- for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;
- pursuant to Section 174 of the DGCL (providing for liability of directors for unlawful payment of dividends or unlawful stock purchases or redemptions); or
- for any transaction from which a director derived an improper personal benefit.

Reference is also made to Section 145 of the DGCL, which provides that a corporation may indemnify any persons, including officers and directors, who are, or are threatened to be made, parties to any threatened, pending or completed legal action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person is or was a director, officer, employee or agent of such corporation or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided such director, officer, employee or agent acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe that the person's conduct was unlawful. A Delaware corporation may indemnify officers and directors in an action by or in the right of the corporation under the same conditions, except that no indemnification is permitted without judicial approval if the officer or director is adjudged to be liable to the corporation. Where an officer or director is successful on the merits or otherwise in the defense of any action referred to above, the corporation must indemnify him or her against the expenses that such officer or director actually and reasonably incurred. The indemnification permitted under the DGCL is not exclusive, and a corporation is empowered to purchase and maintain insurance against liabilities whether or not indemnification would be permitted by statute.

The Registrant's third amended and restated certificate of incorporation provides for indemnification of its directors and officers to the fullest extent currently permitted by the DGCL. The Registrant also has indemnification agreements with its directors and officers. In addition, the Registrant maintains liability insurance for its directors and officers.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

Exhibit No.	Exhibit Description
4.1	<u>Third Amended and Restated Certificate of Incorporation of Forum Energy Technologies, Inc. dated March 28, 2011 (incorporated herein by reference to Exhibit 3.2 to Amendment No. 5 to the Registration Statement on Form S-1, filed on March 29, 2012).</u>
4.2	<u>Amendment to the Third Amended and Restated Certificate of Incorporation of Forum Energy Technologies, Inc., effective November 9, 2020 (incorporated herein by reference to Exhibit 3.1 on the Registrant's Current Report on Form 8-K, filed on November 9, 2020).</u>
4.3	<u>Second Amended and Restated Bylaws of Forum Energy Technologies, Inc. dated April 17, 2012 (incorporated herein by reference to Exhibit 3.1 on the Registrant's Current Report on Form 8-K, filed on April 17, 2012).</u>
4.4	<u>Form of Common Stock Certificate (incorporated herein by reference to Exhibit 4.1 to Amendment No. 3 to the Registration Statement, filed on December 29, 2011).</u>
5.1*	<u>Opinion of Gibson, Dunn & Crutcher LLP.</u>
23.1*	<u>Consent of Gibson, Dunn & Crutcher LLP (included in Exhibit 5.1).</u>
23.2*	<u>Consent of Deloitte & Touche LLP.</u>
24.1*	Power of Attorney (included on the signature page of this Registration Statement).
99.1*	<u>Form of Inducement Restricted Stock Unit Agreement.</u>
107.1*	<u>Filing Fee Table.</u>

* Filed herewith.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on this 5th day of January, 2024.

FORUM ENERGY TECHNOLOGIES, INC.

By: /s/ Neal Lux

Neal Lux

President and Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below appoints Neal Lux, D. Lyle Williams, Jr. and John C. Ivascu, and each of them, any of whom may act without the joinder of the other, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he or she might or would do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on the dates indicated.

<u>Name</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Neal Lux</u> Neal Lux	President and Chief Executive Officer (Principal Executive Officer)	January 5, 2024
<u>/s/ D. Lyle Williams, Jr.</u> D. Lyle Williams, Jr.	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	January 5, 2024
<u>/s/ Katherine C. Keller</u> Katherine C. Keller	Vice President and Chief Accounting Officer (Principal Accounting Officer)	January 5, 2024
<u>/s/ C. Cristopher Gaut</u> C. Cristopher Gaut	Chairman of the Board	January 5, 2024
<u>/s/ Evelyn M. Angelle</u> Evelyn M. Angelle	Director	January 5, 2024
<u>/s/ Leslie A. Beyer</u> Leslie A. Beyer	Director	January 5, 2024
<u>/s/ John A. Carrig</u> John A. Carrig	Director	January 5, 2024
<u>/s/ Michael McShane</u> Michael McShane	Director	January 5, 2024
<u>/s/ Louis A. Raspino</u> Louis A. Raspino	Director	January 5, 2024
<u>/s/ Paul E. Rowsey III</u> Paul E. Rowsey III	Director	January 5, 2024

Calculation of Filing Fee Tables

FORM S-8
 (Form Type)

FORUM ENERGY TECHNOLOGIES, INC.
 (Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered Securities

Security Type	Security Class Title (1)	Fee Calculation Rule ⁽²⁾	Amount Registered	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
Equity	Common Stock, \$0.01 par value per share, to be issued pursuant to Restricted Stock Unit Inducement Awards	Rule 457(a)	39,000 ⁽¹⁾	\$22.30	\$869,700	\$147.60 per \$1,000,000	\$128.37
Total Offering Amounts					\$869,700		\$128.37
Total Fee Offsets							—
Net Fee Due							\$128.37

- (1) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the “Securities Act”), this Registration Statement on Form S-8 shall also cover such indeterminate number of additional shares of common stock, par value \$0.01 per share, of the Registrant (the “Common Stock”) as may become issuable to prevent dilution in the event of stock splits, stock dividends or similar transactions pursuant to the terms of the Restricted Stock Unit Inducement Awards.
- (2) Estimated solely for the purpose of calculating the registration fee pursuant to Rules 457(c) and (h) of the Securities Act, and based on the average of the high and low sale prices of the Common Stock, as quoted on the New York Stock Exchange, on December 29, 2023.

January 5, 2024

Forum Energy Technologies, Inc.
10344 Sam Houston Park Drive, Suite 300
Houston, TX 77064

Re: Forum Energy Technologies, Inc. Registration Statement on Form S-8

Ladies and Gentlemen:

We have examined the Registration Statement on Form S-8 (the "Registration Statement") of Forum Energy Technologies, Inc., a Delaware corporation (the "Company"), to be filed with the Securities and Exchange Commission (the "Commission") pursuant to the Securities Act of 1933, as amended (the "Securities Act"), in connection with the offering by the Company of up to 39,000 shares of the Company's common stock, par value \$0.01 per share (the "Shares") available for issuance pursuant to certain Restricted Stock Unit Inducement Awards granted by the Company and each of Jamie Olson, Elise Robertson, Colby Sutton, Matthew Hughes, Mahdi Mahmoudi Eshkaftaki, Aubrey Tuttle, Guobin Ma, Jason Kinniburgh, Lorne Atkinson, Reilly Nurcombe, Tim Ottenhof, Darryl Gosse, Colin Matthews and Geordi White (the "Inducement Awards").

We have examined the originals, or photostatic or certified copies, of such records of the Company and certificates of officers of the Company and of public officials and such other documents as we have deemed relevant and necessary as the basis for the opinions set forth below. In our examination, we have assumed the genuineness of all signatures, the legal capacity and competency of all natural persons, the authenticity of all documents submitted to us as originals and the conformity to original documents of all documents submitted to us as copies. We have also assumed that there are no agreements or understandings between or among the Company and the recipients of the Inducement Awards that would expand, modify or otherwise affect the terms of the Inducement Awards or the respective rights or obligations of the recipients of the Inducement Awards thereunder. Finally, we have assumed the accuracy of all other information provided to us by the Company during the course of our investigations, on which we have relied in issuing the opinion expressed below.

Based upon the foregoing examination and in reliance thereon, and subject to the qualifications, assumptions and limitations stated herein and in reliance on the statements of fact contained in the documents that we have examined, we are of the opinion that the Shares, when issued and sold in accordance with the terms set forth in the Inducement Awards, as applicable, and against payment therefor in accordance with the terms of the Inducement Awards documenting the awards under which the Shares may be issued, and when the Registration Statement has become effective under the Securities Act, will be validly issued, fully paid and non-assessable.

We render no opinion herein as to matters involving the laws of any jurisdiction other than the Delaware General Corporation Law (the "DGCL"). This opinion is limited to the effect of the current state of the DGCL and the facts as they currently exist. We assume no obligation to revise or supplement this opinion in the event of future changes in such law or the interpretations thereof or such facts. We express no opinion regarding any state securities laws or regulations.

We consent to the filing of this opinion as an exhibit to the Registration Statement, and we further consent to the use of our name in the Registration Statement and the prospectus that forms a part thereof. In giving these consents, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the Rules and Regulations of the Commission.

Very truly yours,

/s/ Gibson, Dunn & Crutcher LLP
Gibson, Dunn & Crutcher LLP

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our reports dated February 28, 2023 relating to the consolidated financial statements of Forum Energy Technologies, Inc. and the effectiveness of Forum Energy Technologies Inc.'s internal control over financial reporting, appearing in the Annual Report on Form 10-K of Forum Energy Technologies, Inc. for the year ended December 31, 2022.

/s/ Deloitte & Touche LLP

Houston, Texas
January 5, 2024

**FORUM ENERGY TECHNOLOGIES, INC.
INDUCEMENT RESTRICTED STOCK UNIT AGREEMENT**

This Inducement Restricted Stock Unit Agreement (this “**Agreement**”) is made as of the 4th day of January, 2024 (the “**Date of Grant**”), between Forum Energy Technologies, Inc., a Delaware corporation (the “**Company**”), and _____(the “**Employee**”).

1. AWARD. The Employee is hereby awarded **number of units** restricted stock units (the “**RSUs**”) evidencing the right to receive an equivalent number of shares of the Company’s common stock, par value \$0.01 per share (the “**Common Stock**”), subject to certain restrictions thereon and the Committee’s ability to elect to cash-settle such RSUs in its sole discretion pursuant to Section 4. The RSUs are granted outside of the Forum Energy Technologies, Inc. 2016 Second Amended and Restated Stock and Incentive Plan (the “**Plan**”), but shall be subject to terms and conditions substantially identical to the terms and conditions set forth in the Plan as if the RSUs were granted under the Plan. The RSUs are an inducement material to Employee’s employment with the Company Group (as defined below) within the meaning of Section 303A.08 of the New York Stock Exchange Listed Company Manual, and are being granted in respect of services to be rendered by the Employee to the Company Group as of and following the Date of Grant. The Employee acknowledges receipt of a copy of the Plan, and agrees that this award of RSUs shall be subject to all of the terms and provisions of the Plan, including future amendments thereto, if any, pursuant to the terms thereof. Capitalized terms used in this Agreement that are not defined herein shall have the meanings given to them in the Plan. The Company’s obligations under the RSUs shall be unfunded. The Company shall not be required to establish any special or separate fund or to make any other segregation of funds or assets to assure the performance of its obligations under the RSUs.

2. FORFEITURE RESTRICTIONS AND ASSIGNMENT.

(a) **Restrictions.** The RSUs may not be sold, assigned, alienated, pledged, exchanged, hypothecated or otherwise transferred, encumbered or disposed of, and except as otherwise provided in Section 3, in the event of the Employee’s termination of employment for any reason whatsoever, the Employee shall, for no consideration, forfeit all unvested RSUs and such unvested RSUs shall be cancelled. The obligation to forfeit unvested RSUs upon termination of employment as provided in the preceding sentence is herein referred to as the “Forfeiture Restrictions.”

(b) **Lapse of Forfeiture Restrictions.** Provided that the Employee has been continuously employed by the Company or any of its Affiliates (collectively, the “**Company Group**”) from the Date of Grant through the second anniversary of the Date of Grant (such date, the “**Vesting Date**”), the Forfeiture Restrictions shall lapse and the RSUs shall otherwise become vested in full. Except as otherwise provided in Section 3, any RSUs with respect to which the Forfeiture Restrictions do not lapse in accordance with the preceding provisions of this Section 2(b) shall be cancelled and forfeited to the Company for no consideration as of the date of the termination of the Employee’s employment with the Company.

3. DEATH OR DISABILITY. If the Employee dies or becomes Disabled (as defined below) prior to the Vesting Date, then a pro rata portion of the unvested RSUs shall become vested as of the date of the Employee’s death or Disability, as applicable. Such pro rata amount shall equal the total RSUs granted hereunder multiplied by a fraction, the numerator of which shall be the number of months (not including any partial months) that have elapsed for the period beginning on the Date of Grant and ending on the date of the Employee’s death or Disability, as applicable, and the denominator of which shall be the number of months for the period beginning on the Date of Grant and ending on the Vesting Date. Any remaining unvested RSUs shall be cancelled and forfeited. The shares of Common Stock in respect of the vested

RSUs shall be issued to the Employee within thirty (30) days after the Employee's death or Disability, as applicable. For purposes of this Section 3, an Employee shall become "Disabled" or have a "Disability" on the date that the Employee becomes eligible for long-term disability benefits pursuant to the Company Group's long-term disability plan.

4. SETTLEMENT. Except as otherwise provided in Section 2 or 3, settlement of RSUs shall be made no later than 15 days after the lapse of Forfeiture Restrictions. Settlement will be made by issuance of shares of Common Stock, unless the Committee determines, in its sole discretion to cash-settle the RSUs. In such event, settlement will be made by delivery to the Employee of a lump sum cash payment equal to the product of (i) the Fair Market Value per share of Common Stock on the applicable Vesting Date (or the most-recently-completed trading day preceding the Vesting Date if the Vesting Date is not a trading day), multiplied by (ii) the number of RSUs vesting on such Vesting Date. The Company shall not be obligated to issue any shares of Common Stock if counsel to the Company determines that such sale or delivery would violate any applicable law or any rule or regulation of any governmental authority or any rule or regulation of, or agreement of the Company with, any securities exchange or association upon which the Common Stock is listed or quoted. The Company shall in no event be obligated to take any affirmative action in order to cause the issuance of shares of Common Stock to comply with any such law, rule, regulation or agreement.

5. SHAREHOLDER RIGHTS. The Employee shall have no rights to dividends, voting rights or any other rights of a shareholder with respect to shares of Common Stock subject to this award of RSUs unless and until such time as the award has been settled by the issuance of shares of Common Stock to the Employee. The Employee shall have the right to receive dividend equivalents in the form of additional RSUs as of each dividend payment date in respect of which dividends are paid on the shares of Common Stock. The amount of such dividend equivalents shall be computed by dividing (i) the amount obtained by multiplying the amount of the dividend declared and paid per share of Common Stock by the number of RSUs held by the Participant on the record date for the payment of such dividend, by (ii) the Fair Market Value at the close of the first business day immediately following the dividend record date, with fractions computed to three decimal places. Any such dividend equivalents shall be subject to the same conditions (including Forfeiture Restrictions) as the RSUs in respect of which the dividend equivalents were granted. If any calculation with respect to such dividend equivalents would result in a fractional share, the number of shares of Common Stock to be issued shall be rounded to the nearest whole share.

6. CORPORATE ACTS. The existence of the RSUs shall not affect in any way the right or power of the Board or the stockholders of the Company to make or authorize any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, any merger or consolidation of the Company, any issue of debt or equity securities, the dissolution or liquidation of the Company or any sale, lease, exchange or other disposition of all or any part of its assets or business or any other corporate act or proceeding. The prohibitions of Section 2(a) hereof shall not apply to the transfer of RSUs pursuant to a plan of reorganization of the Company, but the stock, securities or other property received in exchange therefor shall also become subject to the Forfeiture Restrictions.

7. WITHHOLDING OF TAX. To the extent that the settlement of RSUs and associated dividend equivalents results in compensation income or wages to the Employee for federal, state, local or foreign tax purposes, the Company shall withhold an appropriate number of shares of Common Stock (or equivalent cash amount), having a Fair Market Value determined in accordance with the Plan, equal to the amount necessary to satisfy the applicable federal, state, local and foreign tax withholding obligation with respect to the settled RSUs. The settlement of the RSUs as described in Section 4 and dividend equivalents described in Section 5 will be net of such amount that is withheld to satisfy applicable taxes pursuant to this Section 7. In lieu of

withholding of shares of Common Stock, the Committee may, in its discretion, authorize tax withholding to be satisfied by a cash payment to the Company, by withholding an appropriate amount of cash from base pay, or by such other method as the Committee determines may be appropriate to satisfy all obligations for withholding of such taxes. The Employee acknowledges and agrees that the Company is making no representation or warranty as to the tax consequences to the Employee as a result of the receipt of the RSUs, the lapse of any Forfeiture Restrictions or the issuance of shares of Common Stock pursuant thereto, or the forfeiture of any RSUs pursuant to the Forfeiture Restrictions.

8. EMPLOYMENT RELATIONSHIP. For purposes of this Agreement, the Employee shall be considered to be in the employment of the Company as long as the Employee remains an employee of the Company Group. Without limiting the scope of the preceding sentence, it is specifically provided that the Employee shall be considered to have terminated employment with the Company Group at the time of the termination of the “Affiliate” status of the entity or other organization that employs the Employee. Nothing in the adoption of the Plan, nor the award of the RSUs thereunder pursuant to this Agreement, shall confer upon the Employee the right to continued employment by the Company Group or affect in any way the right of the Company Group to terminate such employment at any time. Unless otherwise provided in a written employment agreement or by applicable law, the Employee’s employment by the Company shall be on an at-will basis, and the employment relationship may be terminated at any time by either the Employee or the Company Group for any reason whatsoever, with or without cause or notice. Any question as to whether and when there has been a termination of such employment, and the cause of such termination, shall be determined by the Committee or its delegate, and its determination shall be final.

9. BINDING EFFECT; SURVIVAL. This Agreement shall be binding upon and inure to the benefit of any successors to the Company and all persons lawfully claiming under the Employee.

10. AMENDMENT. Any modification of this Agreement be effective only if it is in writing and signed by both the Employee and an authorized officer of the Company.

11. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to conflicts of law principles thereof.

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by an officer thereunto duly authorized, and the Employee has executed this Agreement, all as of the date first above written.

FORUM ENERGY TECHNOLOGIES, INC.

By:
Neal Lux
President and CEO

EMPLOYEE
