

SIRONA DENTAL SYSTEMS, INC.

Form S-8

April 02, 2015

Registration No. 333-

UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM S-8

REGISTRATION STATEMENT

UNDER

THE SECURITIES ACT OF 1933

SIRONA DENTAL SYSTEMS, INC.

(Exact Name of Registrant as Specified in Its Charter)

**Delaware
(State or Other Jurisdiction**

of Incorporation or Organization)

**11-3374812
(I.R.S.
Employer**

**Identification
No.)**

30-30 47th Avenue, Suite 500

11101

**Long Island City, New York
(Address of Registrant's Principal**

(Zip Code)

Executive Offices)

Sirona Dental Systems, Inc. 2015 Long-Term Incentive Plan

(Full Title of the Plan)

Jonathan Friedman, Esq.

General Counsel and Secretary

Sirona Dental Systems, Inc.

30-30 47th Avenue, Suite 500

Long Island City, New York 11101

(Name and Address of Agent For Service)

(718) 482-2011

(Telephone Number, Including Area Code of Agent For Service)

Copy to:

Steven Suzzan, Esq.

Norton Rose Fulbright US LLP

666 Fifth Avenue

New York, New York 10103

(212) 318-3092

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

Large accelerated filer ☒ Accelerated filer ☐
 Non-accelerated filer ☐ (Do not check if a smaller reporting company) Smaller reporting company ☐

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities To Be Registered	Amount To Be Registered	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount Of Registration Fee
Common Stock, \$0.01 par value per share	6,825,000	(1) \$ 90.03	(2) \$ 614,454,750	(2) \$ 71,400

Pursuant to Rule 416 under the Securities Act of 1933, as amended (the “Securities Act”), this Registration Statement shall also cover any additional shares of common stock which become issuable under the above-named plan by (1) reason of any stock dividend, stock split, recapitalization or any other similar transaction effected without the receipt of consideration which results in an increase in the number of our outstanding shares of common stock.

Estimated solely for the purpose of computing the amount of the registration fee in accordance with Rules 457(c) (2) and 457(h) under the Securities Act, based upon the average of the high and low prices reported on Nasdaq Global Select Market of the Common Stock on March 31, 2015.

PART I

Information Required in the Section 10(a) Prospectus

The documents containing the information specified in “Item 1. Plan Information” and “Item 2. Registrant Information and Employee Plan Annual Information” of Form S-8 will be sent or given to participants in the Sirona Dental Systems, Inc. 2015 Long-Term Incentive Plan, as specified in Rule 428(b)(1) under the Securities Act. Such documents are not required to be, and are not, filed with the Securities and Exchange Commission (the “Commission”) either as part of this Registration Statement or as a prospectus or prospectus supplement pursuant to Rule 424(b) under the Securities Act. These documents and the documents incorporated by reference in this Registration Statement pursuant to Item 3 of Part II of Form S-8, taken together, constitute a prospectus that meets the requirements of 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, which have been filed with the Commission by Sirona Dental Systems, Inc. (the “Company”), are incorporated in this Registration Statement by reference:

(a) the Company’s Annual Report on Form 10-K for the fiscal year ended September 30, 2014, filed on November 21, 2014;

(b) the Company’s Quarterly Report on Form 10-Q for the quarter ended December 31, 2014, filed on February 6, 2015;

(c) all other reports filed by the Company pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, since the end of the fiscal year ended September 30, 2014, including but not limited to the Current Report on Form 8-K filed on February 6, 2015 and March 2, 2015;

(d) the Company’s proxy statement, filed on January 28, 2015; and

(e) the description of Sirona's Common Stock, par value \$.01 per share, as contained in a registration statement on Form 8-A filed on June 10, 1997 including any amendment or report filed for the purpose of updating such description.

All documents filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended, subsequent to the date hereof and prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities remaining unsold shall be deemed to be incorporated by reference herein and to be a part hereof from the respective 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 which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of 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.

In accordance with Section 102(b)(7) of the Delaware General Corporation Law (the "Law"), the Company's Certificate of Incorporation, as amended (the "Charter"), provides that a director shall not be personally liable to the Company or to the stockholders for monetary damages for breach of a fiduciary duty as a director, except (i) for any breach of the duty of loyalty of the director to the Company or to its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under section 174 of the Law, which section concerns unlawful payments of dividends, stock purchases or redemptions and (iv) for any transaction from which a director derived an improper personal benefit. If the Law is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director shall be eliminated or limited to the fullest extent permitted by the Law, as so amended.

The By-Laws provide that each person who is or was made a party or is threatened to be made a party to, or is or was involved in, any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "proceeding"), by reason of the fact that he, or a person of whom he is the legal representative, is or was a director, officer, employee or, pursuant to a resolution or resolutions adopted by the affirmative vote of a majority of the Board of Directors of the Company (the "Board"), agent of the Company or a subsidiary of the Company or is or was serving at the request of the Company as a director, officer, partner, member, employee, agent or trustee of another corporation (other than a subsidiary of the Company) or of a partnership, joint venture, trust or other enterprise, including an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as an officer or director or in any other capacity while so serving, shall be indemnified by the Company for and held harmless by the Company from and against, to the fullest extent authorized by the Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader or greater rights to indemnification than the Law prior to such amendment permitted the Company to provide), all expenses, liabilities and losses (including attorneys' fees, judgments, fines, excise taxes, penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith; provided, however, that except as provided herein with respect to proceedings seeking to enforce rights to indemnification, the Company shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board. Such right to indemnification shall continue as to a person who has ceased to be such an officer, director, partner, member, employee, agent or trustee and shall inure to the benefit of his or her heirs, executors and administrators. Such right to indemnification shall be a contract right and shall include the right of a director, officer, partner, member, employee, agent or trustee to be paid the expenses (including costs and attorneys' fees and disbursements) incurred in defending a proceeding in advance of its final disposition to the fullest extent authorized by the Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader or greater rights to indemnification than the Law prior to such amendment permitted the Company to provide); provided, however, that, if the Law requires, the payment of such expenses incurred by a director or officer of the Company in his capacity as a director or officer of the Company (and not in any other capacity in which service was or is rendered by such person while a director or officer of the Company, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the Company of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under the By-Laws or otherwise. Such right to indemnification and to the payment of expenses may be granted to any other employee or agent of the Company or its subsidiaries if, and to the extent, authorized by the Board.

Pursuant to the By-Laws, if a claim under the preceding paragraph is not paid in full by the Company within thirty (30) days after a written demand therefore has been received by the Company, the claimant may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall also be entitled to be paid the expense of prosecuting such suit. It shall be a defense to any such suit (other than a suit brought to enforce a claim for expenses incurred in defending a proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Company) that the claimant has not met the standards of conduct which make it permissible under the Law for the Company to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Company. Neither the failure of the Company (including the Board, independent legal counsel to the Company or the stockholders) to have made a determination prior to the commencement of such suit that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Law nor an actual determination by the Company (including the Board, independent legal counsel to the Company or the stockholders) that the claimant has not met such applicable standard of conduct shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

The By-Laws further provide that the indemnification of or the payment of expenses for any person under the By-Laws, or the right of any person to indemnification or payment of expenses under the By-Laws, shall not limit or restrict in any way the power of the Company to indemnify or pay expenses for such person in any other manner permitted by law or be deemed exclusive of, or invalidate, any other right which such person may have or acquire under any law, agreement, vote of stockholders or disinterested directors, or otherwise. The Company has the right to enter into indemnification contracts or otherwise arrange for indemnification of persons under the By-Laws that may be broader than the indemnifications provided for herein.

The By-Laws provide that the right of any person to indemnification and payment of expenses shall continue as to a person after such person shall have ceased to be such an officer, director, partner, member, employee, agent or trustee, shall inure to the benefit of the heirs, distributees, executors, administrators and other legal representatives of such person, shall survive and not be adversely affected by any modification or repeal of the By-Laws with respect to any claim or proceeding which arose or transaction, matter, event or condition which occurred or existed before such modification or repeal and shall be binding upon all successors of the Company.

The By-Laws also provide that the Company may purchase and maintain insurance on behalf of any person who is or was such an officer, director, partner, member, employee, agent or trustee against any expense, liability or loss asserted against such person as such an officer, director, partner, member, employee, agent or trustee or arising out of such person's status as such an officer, director, partner, member, employee, agent or trustee, whether or not the Company would have the power to indemnify such person against such expense, liability or loss under the provisions of the By-Laws or applicable law.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

See accompanying Exhibit Index for a list of Exhibits to this Registration Statement.

Item 9. Undertakings.

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; and

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Company's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether

such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on April 2, 2015.

SIRONA DENTAL SYSTEMS, INC.

By: /s/ Jeffrey T. Slovin
 Jeffrey T. Slovin
 President, Chief Executive Officer and
 Director

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Jonathan Friedman and Jeffrey Slovin, and each of them, his true and lawful attorney-in-fact and agent, with full powers of substitution and resubstitution, for him and in his 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 other documents in connection therewith, with the Securities and Exchange Commission, granting unto each such attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that each such attorney-in-fact and agent, or his 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 and on the date indicated.

SIGNATURE	TITLE	DATE
/s/ Jeffrey T. Slovin Jeffrey T. Slovin	President, Chief Executive Officer, and Director (Principal Executive Officer)	April 2, 2015
/s/ Ulrich Michel Ulrich Michel	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	April 2, 2015
/s/ Stephan Mitsdoerffer Stephan Mitsdoerffer	Chief Accounting Officer (Principal Accounting Officer)	April 2, 2015
/s/ Thomas Jetter	Chairman of the Board and Director	April 2, 2015

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Thomas Jetter

/s/ David Beecken David Beecken	Director	April 2, 2015
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/s/ William K. Hood William K. Hood	Director	April 2, 2015
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/s/ Arthur D. Kowaloff Arthur D. Kowaloff	Director	April 2, 2015
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/s/ Harry M. Jansen Kraemer, Jr. Harry M. Jansen Kraemer, Jr.	Director	April 2, 2015
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/s/ Timothy P. Sullivan Timothy P. Sullivan	Director	April 2, 2015
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EXHIBIT INDEX TO

FORM S-8

Sirona Dental Systems, Inc.

Exhibit Number	Description
4.1	By-laws of the Company, effective as of September 20, 2010 (incorporated by reference to Exhibit 3.2 of the Company's Form 8-K, filed on September 23, 2010)
5.1	Opinion of Norton Rose Fulbright US LLP with respect to legality of Common Stock being registered hereby (filed herewith)
10.1	Sirona Dental Systems, Inc. 2015 Long-Term Incentive Plan (incorporated by reference to Appendix A of the Company's Definitive Proxy Statement on Schedule 14A for the 2015 Annual Meeting of Stockholders, filed on January 28, 2015)
23.1	Consent of KPMG AG Wirtschaftsprüfungsgesellschaft (filed herewith)
23.2	Consent of Norton Rose Fulbright US LLP (contained in Exhibit 5.1 to this Registration Statement).
24.1	Power of Attorney (included on signature page to this Registration Statement).