

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

SCHEDULE 13D
(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO § 240.13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO
§ 240.13d-2(a)

(Amendment No. 1)¹

Velodyne Lidar, Inc.
(Name of Issuer)

Common Stock, par value \$0.0001 per share
(Title of Class of Securities)

92259F101
(CUSIP Number)

DAVID S. HALL
c/o Stewart Landefeld
Perkins Coie LLP
1201 Third Avenue Suite 4900
Seattle, WA 98101-3099
(206) 359-8000
c/o Steve Wolosky, Esq.
Elizabeth Gonzalez-Sussman, Esq.
Olshan Frome Wolosky LLP
1325 Avenue of the Americas
New York, New York 10019
(212) 451-2300
(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

February 12, 2021
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

¹ The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

1	NAME OF REPORTING PERSON DAVID S. HALL	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 98,545,299 ⁽¹⁾
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 59,870,261
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 98,545,299 ⁽¹⁾	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 58.4%	
14	TYPE OF REPORTING PERSON IN	

¹ Consists of (i) 59,870,261 Shares held directly by Mr. Hall and (ii) 38,675,038 Shares held by other stockholders over which, except under limited circumstances, Mr. Hall holds an irrevocable voting proxy, as further described in Item 4 and 6.

1	NAME OF REPORTING PERSON MARTA THOMA HALL	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER -0-
	9	SOLE DISPOSITIVE POWER 6,318,227 ⁽²⁾
	10	SHARED DISPOSITIVE POWER -0-
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 6,318,227 ⁽¹⁾	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 3.7%	
14	TYPE OF REPORTING PERSON IN	

² Mr. Hall holds a voting proxy over all such Shares.

1	NAME OF REPORTING PERSON Eric Singer	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER -0-
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER -0-
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON -0-	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0%	
14	TYPE OF REPORTING PERSON IN	

The following constitutes Amendment No. 1 to the Schedule 13D filed by the undersigned (“Amendment No. 1”). This Amendment No. 1 amends the Schedule 13D as specifically set forth herein.

Item 2. Identity and Background.

Item 2 is hereby amended and restated to read as follows:

- (a) This statement is filed:
 - (i) by David S. Hall;
 - (ii) Marta Thoma Hall;
 - (iii) Eric Singer, as a nominee for the Board of Directors of the Issuer (the “Board”).

Each of the foregoing is referred to as a “Reporting Person” and collectively as the “Reporting Persons.”

(b) The principal business address of Mr. Hall is 6114 LaSalle Avenue, #441, Oakland, CA 94611. The principal business address of Mrs. Hall is c/o the Issuer, 5521 Hellyer Avenue, San Jose, CA 95138. The principal business address of Mr. Singer is 323 Sunny Isles Blvd, Suite 700, Sunny Isles Beach, FL 33160.

(c) The principal occupation of Mr. Hall is serving as Chairman of the Board of Directors of the Issuer. The principal occupation of Mrs. Hall is serving as the Chief Marketing Officer and as a member of the Board of the Issuer. The principal occupation of Mr. Singer is serving as the managing member of VIEX Capital Advisors, LLC.

(d) No Reporting Person, has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) No Reporting Person, has, during the last five years, been party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Each of the Reporting Persons are citizens of the United States of America.

Item 3. Source and Amount of Funds or Other Consideration.

Item 3 is hereby amended and restated to read as follows:

In connection with the merger described in that certain Agreement and Plan of Merger, dated as of July 2, 2020 (the “Merger”), and amended on August 20, 2020, by and among the Issuer (formerly known as Graf Industrial Corp.), VL Merger Sub Inc. and Velodyne Lidar USA, Inc. (formerly known as Velodyne Lidar, Inc., the “Predecessor Company”). Mr. Hall received 59,770,524 Shares in exchange for 20,066,595 Shares in the Predecessor Company. On the effective date of the Merger, the closing price of the Shares was \$24.75 per Share. Mr. Hall also received 220,336 restricted stock units (“RSUs”) of the Issuer in exchange for 75,000 RSUs in the Predecessor Company in connection with the Merger. Each RSU represented the right to receive one Share. Upon Mr. Hall’s resignation as Executive Chairman of the Board, 96,397 shares had vested, and the remaining RSUs were cancelled. In addition, in connection with the Merger, Mrs. Hall received 5,935,865 Shares in exchange for 1,992,832 Shares in the Predecessor Company. Mrs. Hall also received 514,116 RSUs of the Issuer in exchange for 175,000 RSUs in the Predecessor Company in connection with the Merger, with each RSU representing the right to receive one Share. Of these RSUs, 374,569 have vested or will fully vest within 60 days of the date hereof.

Subject to the satisfaction of a service-based requirement, Mr. Hall received 3,340 RSUs from the Issuer each representing the right to receive one Share. The service-based requirement with respect to 100% of the RSUs require Mr. Hall to remain in continuous service through March 29, 2021. Subject to the satisfaction of a service-based requirement, Mrs. Hall received 7,793 RSUs from the Issuer each representing the right to receive one Share. The service-based requirement with respect to 100% of the RSUs require Mrs. Hall to remain in continuous service through March 29, 2021.

Item 4. Purpose of Transaction.

Item 4 is amended to add the following:

On February 12, 2021, Mr. Hall delivered a letter to the Issuer nominating Eric Singer for election to the Board at the Issuer's 2021 annual meeting of stockholders (the "Annual Meeting"). As detailed below, Mr. Singer has extensive public company board experience in the technology sector. The Reporting Persons believe Mr. Singer will bring strong corporate governance, capital allocation, strategic and financial expertise to the Board.

The Reporting Persons have engaged in discussions with the other members of the Board to add Mr. Singer and other highly qualified candidates to the Board. The Reporting Persons have nominated Mr. Singer to preserve their rights as stockholders but continue to desire to work with the Board to agree upon a mutually acceptable slate of directors for election at the Annual Meeting to avoid a contested election.

Mr. Singer, age 47, has served as the managing member of VIEX Capital Advisors, LLC, an investment management firm, since May 2014. From March 2012 until September 2014, Mr. Singer served as co-managing member of Potomac Capital Management III, L.L.C., the general partner of Potomac Capital Partners III, L.P. ("PCP III"), and Potomac Capital Management II, L.L.C., the general partner of Potomac Capital Partners II, L.P. ("PCP II") and served as an advisor to Potomac Capital Management, L.L.C. and its related entities from May 2009 until September 2014. The principal business of PCP III and PCP II is investing in securities. Since July 2019, Mr. Singer has served as a director of A10 Networks (NYSE: ATEN), an application controller and firewall cloud security company, and has served as Lead Independent Director since September 2020. Since March 2020, Mr. Singer has served as a director of Immersion Corporation (NASDAQ: IMMR), a premier licensing company focused on the creation, design, development, and licensing of innovative haptic technologies, and has served as Executive Chairman since August 2020. Previously, Mr. Singer served as a director of Quantum Corporation (NASDAQ: QMCO), a data lifecycle solutions provider from November 2017 to November 2019. Mr. Singer also served as chairman of the board of directors of RhythmOne plc (LON: RTHM), a technology-enabled digital media company, from February 2018 (after its acquisition of YuMe, Inc. (NYSE: YUME), a provider of brand video advertising software and audience data) until the sale of RhythmOne plc in April 2019. Mr. Singer was a director of YuMe, Inc. from June 2016 to February 2018, and served as chairman of its board beginning in November 2016. Mr. Singer served on the board of Support.com (NASDAQ:SPRT), a leading provider of tech support and turnkey support center services, from June 2016 to March 2019. Mr. Singer previously served as a director of Numerex Corp. (NASDAQ: NMRX), a provider of managed machine-to-machine (M2M) enterprise solutions enabling the Internet of Things (IoT), from March 2016 until its sale in December 2017, TigerLogic Corporation (NASDAQ: TIGR), a global provider in engagement solutions, from January 2015 until December 2016, IEC Electronics, an electronic manufacturing services provider to advanced technology companies, from February 2015 to August 2017, Meru Networks, Inc. (NASDAQ: MERU), a Wi-Fi network solutions company, from January 2014 until January 2015, PLX Technology, Inc. (NASDAQ: PLXT), a semiconductor company, from December 2013 until its sale in August 2014, Sigma Designs, Inc. (NASDAQ: SIGM), a semiconductor company, from August 2012 until December 2013, including as its Chairman of the board of directors from January 2013 until December 2013, and Zilog Corporation (NASDAQ: ZILG), a microcontroller company, from August 2008 until its sale in February of 2010.

Item 5. Interest in Securities of the Issuer.

Items 5 (a) – (c) are hereby amended and restated to read as follows:

The aggregate percentage of Shares reported owned by each Reporting Person is based upon 168,713,296 Shares outstanding, as of November 4, 2020, which is the total number of Shares outstanding as reported in the Issuer's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on November 9, 2020.

A. Mr. Hall

- (a) As of the close of business on February 12, 2021, Mr. Hall beneficially owned 98,545,299 Shares, consisting of (i) 59,870,261 Shares held directly by Mr. Hall and (ii) 38,675,038 Shares held by other stockholders over which, except under limited circumstances, Mr. Hall holds an irrevocable voting proxy, as further described in Item 4.

Percentage: Approximately 58.4%

- (b)
1. Sole power to vote or direct vote: 98,545,299
 2. Shared power to vote or direct vote: 0
 3. Sole power to dispose or direct the disposition: 59,870,261
 4. Shared power to dispose or direct the disposition: 0

- (c) Mr. Hall has not entered into any transactions in the Shares since the filing of the Schedule 13D.

B. Mrs. Hall

- (a) As of the close of business on February 12, 2021, Mrs. Hall beneficially owned 6,318,227 Shares. Mr. Hall holds an irrevocable voting proxy over all such Shares. The Shares reported below exclude the Shares held by her spouse, Mr. Hall.

Percentage: Approximately 3.7%

- (b)
1. Sole power to vote or direct vote: 0
 2. Shared power to vote or direct vote: 0
 3. Sole power to dispose or direct the disposition: 6,318,227
 4. Shared power to dispose or direct the disposition: 0
-

(c) Mrs. Hall has not entered into any transactions in the Shares since the filing of the Schedule 13D.

C. Mr. Singer

(a) As of the close of business on February 12, 2021, Mr. Singer does not beneficially own any Shares.

Percentage: 0%

(b) 1. Sole power to vote or direct vote: 0
2. Shared power to vote or direct vote: 0
3. Sole power to dispose or direct the disposition: 0
4. Shared power to dispose or direct the disposition: 0

(c) Mr. Singer has not entered into any transactions in the Shares during the past sixty days.

The filing of this Schedule 13D shall not be deemed an admission that the Reporting Persons are, for purposes of Section 13(d) of the Securities Exchange Act of 1934, as amended, the beneficial owners of any securities of the Issuer that he or it does not directly own. Each of the Reporting Persons specifically disclaims beneficial ownership of the securities reported herein that he, she or it does not directly own.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

Item 6 is hereby amended to add the following:

On February 11, 2021, the Reporting Persons entered into a Joint Filing and Solicitation Agreement (the "Joint Filing and Solicitation Agreement"), pursuant to which, among other things, the Reporting Persons agreed (a) to the joint filing on behalf of each of them of statements on Schedule 13D, and any amendments thereto, with respect to the securities of the Issuer, if applicable, (b) to solicit proxies for the election of Mr. Singer at the Annual Meeting, and (c) that Mr. Hall would bear all expenses incurred in connection with the Reporting Persons' activities, including approved expenses incurred by any of the parties in connection with the solicitation, subject to certain limitations. The Joint Filing and Solicitation Agreement is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Pursuant to a letter agreement (the "Indemnification Agreement"), Mr. Hall has agreed to indemnify Mr. Singer against claims arising from the solicitation of proxies from the Issuer's stockholders in connection with the Annual Meeting and any related transactions. The Indemnification Agreement is attached hereto as Exhibit 99.2 and is incorporated herein by reference.

Pursuant to a letter agreement (the "Compensation Agreement"), Mr. Hall has agreed to pay Mr. Singer \$100,000 in cash upon Mr. Hall's submission to the Issuer of his nomination of Mr. Singer for election as a director of the Issuer. In addition, to the extent the one-time initial grant of equity compensation paid to non-employee directors upon their election to the Board does not equal 25,000 Shares (the "Initial Grant"), Mr. and Mrs. Hall shall deliver to Mr. Singer, immediately prior to his appointment as a director, such number of shares that, when added to the number of shares granted by the Issuer to its non-employee directors as an Initial Grant, equals 25,000 Shares. A copy of the Compensation Agreement is attached hereto as Exhibit 99.3 and is incorporated herein by reference.

Other than as described herein, there are no contracts, arrangements, understandings or relationships among the Reporting Persons, or between the Reporting Persons and any other person, with respect to the securities of the Issuer.

Item 7. Material to be Filed as Exhibits.

Item 7 is amended to add the following exhibits:

- 99.1 [Joint Filing and Solicitation Agreement](#)
 - 99.2 [Indemnification Agreement](#)
 - 99.3 [Compensation Agreement](#)
 - 99.4 [Power of Attorney](#)
-

SIGNATURES

After reasonable inquiry and to the best of his knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: February 12, 2021

/s/ DAVID S. HALL

DAVID S. HALL, individually and as attorney-in-fact for Eric Singer

/s/ MARTA THOMA HALL

MARTA THOMA HALL

JOINT FILING AND SOLICITATION AGREEMENT

WHEREAS, certain of the undersigned are stockholders, direct or beneficial, of Velodyne Lidar, Inc., a Delaware corporation (the “Company”);

WHEREAS, David S. Hall and Marta Thoma Hall (collectively, the “Hall Group”) and Eric Singer (the “Nominee”) wish to form a group for the purpose of seeking representation on the Board of Directors of the Company (the “Board”) at the 2021 annual meeting of stockholders of the Company (including any other meeting of stockholders held in lieu thereof, and any adjournments, postponements, reschedulings or continuations thereof, the “Annual Meeting”) and for the purpose of taking all other action necessary to achieve the foregoing.

NOW, IT IS AGREED, this 11th day of February 2021 by the parties hereto:

1. In accordance with Rule 13d-1(k)(1)(iii) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), each of the undersigned (collectively, the “Group”) agrees to the joint filing on behalf of each of them of statements on Schedule 13D, and any amendments thereto, with respect to the securities of the Company. Each member of the Group shall be responsible for the accuracy and completeness of his or her own disclosure therein, and is not responsible for the accuracy and completeness of the information concerning the other members, unless such member knows or has reason to know that such information is inaccurate.

2. So long as this Agreement is in effect, the Nominee agrees to provide the Hall Group, Olshan Frome Wolosky LLP (“Olshan”) and Perkins Coie LLP (“Perkins”) advance written notice prior to effecting any purchase, sale, acquisition or disposal of any securities of the Company which he has, or would have, direct or indirect beneficial ownership so that the Hall Group has an opportunity to review the potential implications of any such transaction in the securities of the Company and pre-clear any such potential transaction in the securities of the Company by the Nominees. The Nominee agrees that he shall not undertake or effect any purchase, sale, acquisition or disposal of any securities of the Company without the prior written consent of the Hall Group.

3. Each of the undersigned agrees to form the Group for the purpose of (i) soliciting proxies or written consents for the election of the persons nominated by the Group to the Board at the Annual Meeting, (ii) taking such other actions as the parties deem advisable, and (iii) taking all other action necessary or advisable to achieve the foregoing.

4. The Nominee shall not incur any expenses in connection with the Group’s activities without the prior written consent of the Hall Group. The Hall Group shall have the right to pre-approve all expenses incurred in connection with the Group’s activities and the Nominee’s expenses related to the Group’s activities and agrees to pay directly all such pre-approved expenses.

5. Each of the undersigned agrees that any SEC filing, press release or stockholder communication proposed to be made or issued by the Group or any member of the Group in connection with the Group’s activities set forth in Section 3 shall be first approved by the Hall Group, or its representatives, which approval shall not be unreasonably withheld.

6. The relationship of the parties hereto shall be limited to carrying on the business of the Group in accordance with the terms of this Agreement. Such relationship shall be construed and deemed to be for the sole and limited purpose of carrying on such business as described herein. Nothing herein shall be construed to authorize any party to act as an agent for any other party, or to create a joint venture or partnership, or to constitute an indemnification. Except as set forth in Section 2 above, nothing herein shall restrict any party’s right to purchase or sell securities of the Company, as he or she deems appropriate, in his or her sole discretion, provided that all such sales are made in compliance with all applicable securities laws.

8. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

9. In the event of any dispute arising out of the provisions of this Agreement or their investment in the Company, the parties hereto consent and submit to the exclusive jurisdiction of the Federal and State Courts in the State of California.

10. Any party hereto may terminate his or her obligations under this Agreement on 24 hours' written notice to all other parties, with a copy by email to Elizabeth Gonzalez-Sussman at Olshan, egonzalez@olshanlaw.com and Stewart Landefeld at Perkins, SLandefeld@perkinscoie.com.

11. Each party acknowledges that Olshan and Perkins shall act as counsel for both the Group and the Hall Group relating to their investment in the Company.

12. Each of the undersigned parties hereby agrees that this Agreement shall be filed as an exhibit to a Schedule 13D pursuant to Rule 13d-1(k)(1)(iii) under the Exchange Act.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written.

/s/ David S. Hall

David S. Hall

/s/ Marta Thoma Hall

Marta Thoma Hall

Individually and as attorney-in-fact for Eric Singer

David S. Hall
6114 LaSalle Avenue, #441
Oakland, CA 94611

February 11, 2021

Eric Singer
323 Sunny Isles Blvd, Suite 700
Sunny Isles Beach, Florida 33160

Re: Velodyne Lidar, Inc.

Dear Mr. Singer:

Thank you for agreeing to serve as a nominee for election to the Board of Directors of Velodyne Lidar, Inc., a Delaware corporation (the "Company"), in connection with the proxy solicitation that David S. Hall is considering undertaking to nominate and elect directors at the Company's 2021 annual meeting of stockholders, or any other meeting of stockholders held in lieu thereof, and any adjournments, postponements, reschedulings or continuations thereof (the "Solicitation"). Your outstanding qualifications, we believe, will prove a valuable asset to the Company and all of its stockholders. This letter will set forth the terms of our agreement.

Mr. Hall agrees to indemnify and hold you harmless against any and all claims of any nature arising from the Solicitation and any related transactions, irrespective of the outcome; provided, however, that you will not be entitled to indemnification for claims arising from your gross negligence, willful misconduct, intentional and material violations of law, criminal actions, provision to Mr. Hall of false or misleading information (including false or misleading information on any questionnaire you are requested to complete by Mr. Hall or the Company), or material breach of the terms of this letter agreement; provided further, that except for acts in connection with the Solicitation and any related transactions which occurred prior to your being elected a director of the Company, the indemnification and other obligations hereunder shall terminate upon your becoming a director of the Company. This indemnification will include any and all losses, liabilities, damages, demands, claims, suits, actions, judgments, or causes of action, assessments, costs and expenses, including, without limitation, interest, penalties, reasonable attorneys' fees, and any and all reasonable costs and expenses incurred in investigating, preparing for or defending against any litigation, commenced or threatened, any civil, criminal, administrative or arbitration action, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation asserted against, resulting, imposed upon, or incurred or suffered by you, directly or indirectly, as a result of or arising from the Solicitation and any related transactions (each, a "Loss").

In the event of a claim against you pursuant to the prior paragraph or the occurrence of a Loss, you shall give Mr. Hall prompt written notice of such claim or Loss (provided that failure to promptly notify Mr. Hall shall not relieve Mr. Hall from any liability which he may have on account of this letter agreement, except to the extent Mr. Hall shall have been materially prejudiced by such failure). Upon receipt of such written notice, Mr. Hall will provide you with counsel to represent you. Such counsel shall be reasonably acceptable to you. In addition, you will be reimbursed promptly for all Losses suffered by you and as incurred as provided herein.

Mr. Hall may not enter into any settlement of any Loss or claim without your consent unless such settlement includes a release of you from any and all liability in respect of such Loss or claim and does not require you to admit to any violation of any law, order or regulation. Notwithstanding anything to the contrary set forth in this letter agreement, Mr. Hall shall not be responsible for any fees, costs or expenses of separate legal counsel retained by you without Mr. Hall's prior written approval. In addition, you agree not to enter into any settlement of any Loss or claim without the written consent of Mr. Hall, which consent will not be unreasonably withheld.

You hereby agree to keep confidential and not disclose to any party, without the prior written consent of Mr. Hall, any confidential, proprietary or non-public information (collectively, "Information") of Mr. Hall, his affiliates or any other party to that certain Joint Filing and Solicitation Agreement with respect to the Solicitation which you have heretofore obtained or may obtain in connection with your service as a nominee hereunder. Notwithstanding the foregoing, Information shall not include any information that is publicly disclosed by Mr. Hall, his affiliates or any other party to that certain Joint Filing and Solicitation Agreement with respect to the Solicitation or any information that you can demonstrate is now, or hereafter becomes, through no act or failure to act on your part, otherwise generally known to the public.

Notwithstanding the foregoing, if you are required by applicable law, rule, regulation or legal process to disclose any Information you may do so provided that you first promptly notify Mr. Hall so that Mr. Hall may seek a protective order or other appropriate remedy or, in Mr. Hall's sole discretion, waive compliance with the terms of this letter agreement. In the event that no such protective order or other remedy is obtained or Mr. Hall does not waive compliance with the terms of this letter agreement, you may consult with counsel at the cost of Mr. Hall and you may furnish only that portion of the Information which you are advised in writing by counsel is legally required to be so disclosed and you will request that the party(ies) receiving such Information maintain it as confidential.

All Information, all copies thereof, and any studies, notes, records, analysis, compilations or other documents prepared by you containing such Information, shall be and remain the property of Mr. Hall and, upon request of a representative of Mr. Hall, all such information shall be returned or, at Mr. Hall's option, destroyed by you, with such destruction confirmed by you to Mr. Hall in writing.

This letter agreement shall be governed by the laws of the State of California, without regard to the principles of the conflicts of laws thereof.

[Signature Page to Follow]

This letter agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

Very truly yours,

/s/ David S. Hall
David S. Hall

ACCEPTED AND AGREED:

/s/ Eric Singer
Eric Singer

David S. Hall
6114 LaSalle Avenue, #441
Oakland, CA 94611

February 11, 2021

Eric Singer
323 Sunny Isles Blvd, Suite 700
Sunny Isles Beach, Florida 33160

Dear Mr. Singer:

This letter sets forth our mutual agreement with respect to compensation to be paid to you for your agreement to be named and serve as a nominee of David S. Hall ("Hall") for election as a director of Velodyne Lidar, Inc. (the "Company") at the Company's 2021 annual meeting of stockholders including any other meeting of stockholders held in lieu thereof, and any adjournments, postponements, reschedulings or continuations thereof (the "Annual Meeting").

In consideration of your agreement to be named and serve as a nominee of Hall for election as a director of the Company at the Annual Meeting, the undersigned hereby agrees to pay you \$100,000 in cash upon Hall submitting a letter to the Company nominating you for election as a director of the Company (with such payment to be made within three (3) business days after you have been nominated).

In addition, to the extent the one-time initial grant of equity compensation paid to non-employee directors upon their election to the Company's Board of Directors does not equal 25,000 shares of the Company's common stock (the "Initial Grant"), Hall shall deliver to you immediately prior to your appointment as a director, such number of shares that, when added to the number of shares granted by the Company to its non-employee directors as an Initial Grant, equals 25,000 shares.

The term of this letter agreement shall commence on the date hereof and shall remain in effect until the earliest to occur of (i) the Company's appointment or nomination of you for election as a director of the Company, (ii) the date of any agreement with the Company in furtherance of your nomination or appointment as a director of the Company, (iii) Hall's withdrawal of your nomination for election as a director of the Company, and (iv) the date of the Annual Meeting.

The validity, interpretation, construction and performance of this letter agreement shall be governed by the laws of the State of California, without regard to its principles of conflict of laws, and by applicable laws of the United States. The parties hereto consent to the jurisdiction of the State of California and United States courts located in Santa Clara County, California for the resolution of any disputes hereunder and agree that venue shall be proper in any such court notwithstanding any principle of forum non conveniens and that service of process on the parties hereto in any proceeding in any such court may be effected in the manner provided herein for the giving of notices. The parties hereto waive trial by jury in respect of any such proceeding.

This letter agreement shall bind and inure to the benefit of you and your heirs, successors and assigns.

This letter agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

Very truly yours,

/s/ David S. Hall
David S. Hall

ACCEPTED AND AGREED:

/s/ Eric Singer
Eric Singer

POWER OF ATTORNEY

Know all by these presents, that the undersigned hereby constitutes and appoints each of David S. Hall and Marta Thoma Hall the undersigned's true and lawful attorneys-in-fact to take any and all action in connection with (i) the undersigned's beneficial ownership of, or participation in a group with respect to, securities of Velodyne Lidar, Inc., a Delaware corporation (the "Company"), directly or indirectly beneficially owned by David S. Hall or any of his affiliates (collectively, the "Group"), and (ii) any proxy solicitation of the Group to elect the Group's slate of director nominees to the board of directors of the Company at the 2021 annual meeting of stockholders of the Company (the "Solicitation"). Such action shall include, but not be limited to:

1. executing for and on behalf of the undersigned any Schedule 13D, and amendments thereto, filed by the Group that are required to be filed under Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules thereunder in connection with the undersigned's beneficial ownership of, or participation in a group with respect to, securities of the Company or the Solicitation;
2. if applicable, executing for and on behalf of the undersigned all Forms 3, 4 and 5 required to be filed under Section 16(a) of the Exchange Act in connection with the undersigned's beneficial ownership of, or participation in a group with respect to, securities of the Company or the Solicitation;
3. executing for and on behalf of the undersigned all Joint Filing and Solicitation Agreements or similar documents pursuant to which the undersigned shall agree to be a member of the Group;
4. performing any and all acts for and on behalf of the undersigned that may be necessary or desirable to complete and execute any such document, complete and execute any amendment or amendments thereto, and timely file such form with the United States Securities and Exchange Commission and any stock exchange or similar authority; and
5. taking any other action of any type whatsoever in connection with the Solicitation, including entering into any settlement agreement, that in the opinion of such attorneys-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorneys-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorneys-in-fact may approve in such attorneys-in-fact's discretion.

The undersigned hereby grants to such attorneys-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorneys-in-fact, or such attorneys-in-fact's substitutes, shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted. The undersigned acknowledges that the foregoing attorneys-in-fact, in serving in such capacity at the request of the undersigned, is not assuming any of the undersigned's responsibilities to comply with Section 13(d), Section 16 or Section 14 of the Exchange Act.

This Power of Attorney shall remain in full force and effect until the undersigned is no longer a member of the Group unless earlier revoked by the undersigned in a signed writing delivered to the foregoing attorneys-in-fact.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 11th day of February 2021.

/s/ Eric Singer

ERIC SINGER