

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

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): October 19, 2026

MYRIAD GENETICS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

0-26642
(Commission
File Number)

87-0494517
(IRS Employer
Identification No.)

**322 North 2200 West
Salt Lake City, Utah 84116**
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (801) 584-3600

Not applicable
(Former name or former address, if changed since last report)

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

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.01 par value	MYGN	Nasdaq Global Select Market

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

Emerging growth company ☐

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

ITEM 1.01 Entry into a Material Definitive Agreement.

On October 19, 2026, Myriad Genetics, Inc., a Delaware corporation (the “Company”), and Laboratory Corporation of America, a Delaware corporation (“Buyer”), entered into an Asset Purchase Agreement (the “Purchase Agreement”). Pursuant to the Purchase Agreement, the Company has agreed to sell and assign to Buyer, and Buyer has agreed to purchase and assume from the Company, certain assets and liabilities of the Company’s prenatal health business, including the Company’s Foresight Carrier Screen, Prequel Prenatal Screen and FirstGene 4-in-1 Prenatal Screen laboratory developed tests and the SneakPeek Early Gender Test (the “Business”), in exchange for \$210 million in cash, plus the value of the inventory of the Business at closing (the “Transaction”). In connection with the Transaction, Buyer has agreed to make offers of employment to certain employees of the Business on terms that are comparable to those currently in effect for such employees.

The Purchase Agreement contains customary representations, warranties and covenants, including, among other things, covenants relating to (i) the conduct of the Business between the signing of the Purchase Agreement and the closing of the Transaction and (ii) the efforts of the parties to cause the Transaction to be consummated, including obtaining certain consents and regulatory approvals.

Buyer has obtained “representation and warranty” insurance, which provides coverage for certain breaches of representations and warranties by the Company, subject to a deductible and certain other terms and conditions. Each of Buyer and the Company has agreed to indemnify the other for certain losses arising out of breaches of certain fundamental representations and warranties, covenants and for certain losses arising out of excluded liabilities or assumed liabilities, as applicable, subject to customary limitations.

The consummation of the Transaction is subject to the satisfaction or waiver of customary closing conditions, including (i) the expiration or termination of any required waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, (ii) receipt of any required approvals and the expiration or termination of any required waiting periods under applicable state health care laws, (iii) the absence of any law or judgment that restrains or prohibits the closing, (iv) the absence of litigation having been commenced by any governmental authority that seeks to restrain or prohibit the closing, which litigation remains pending, (v) the absence of a material adverse effect on the financial condition or results of operations of the Business prior to closing, (vi) the accuracy of the respective representations and warranties of the parties (subject to certain materiality qualifiers), (vii) the performance in all material respects of the parties’ respective covenants under the Purchase Agreement, and (viii) the receipt of certain required third-party consents. Concurrently with the execution of the Purchase Agreement, the Company and an affiliate of Buyer entered into a patent license agreement that will take effect as of the closing. At the closing, the parties or their applicable affiliates will enter into certain additional ancillary agreements, including a transition services agreement.

The Purchase Agreement contains customary termination rights, including that either party may terminate the Purchase Agreement if the Transaction has not closed by February 19, 2027, subject to an automatic extension to October 19, 2027 if the conditions related to applicable regulatory clearances have not been satisfied by such date but all other conditions to closing have been satisfied or validly waived, or if consummation of the Transaction would violate any final, non-appealable order of any governmental authority. In addition, under certain circumstances, Buyer may be required to pay to the Company a termination fee of \$10,500,000 if the Purchase Agreement is terminated as a result of the failure to obtain certain regulatory clearances.

The foregoing description of the Purchase Agreement is only a summary and is qualified in its entirety by reference to the complete text of the Purchase Agreement, which is filed as Exhibit 2.1 to this Current Report on Form 8-K and incorporated by reference herein.

The Purchase Agreement has been included to provide investors with information regarding its terms and is not intended to provide any other factual information about the Company, Buyer or the Business. The representations, warranties and covenants in the Purchase Agreement were made solely for the benefit of the parties as of specific dates, may be qualified by confidential disclosure schedules, and may be subject to contractual standards of materiality that differ from those applicable to investors. Investors should not rely on them as characterizations of the actual state of facts or condition of the Company, Buyer or the Business.

ITEM 7.01 Regulation FD Disclosure

Furnished as Exhibit 99.1 to this Current Report on Form 8-K and incorporated by reference in this Item 7.01 is a press release announcing the Company’s entry into the Purchase Agreement.

The information in this Item 7.01, including Exhibit 99.1, is being furnished and shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference in such a filing.

ITEM 9.01 Financial Statements and Exhibits.

Exhibit Number	Description
2.1*	<u>Asset Purchase Agreement, dated as of October 19, 2026, by and between Myriad Genetics, Inc. and Laboratory Corporation of America.</u>
99.1	<u>Press Release of Myriad Genetics, Inc., dated October 20, 2026.</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

* Certain schedules and exhibits to this agreement have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company agrees to furnish supplementally a copy of any omitted schedule or exhibit to the Securities and Exchange Commission upon request.

SIGNATURES

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

MYRIAD GENETICS, INC.

Date: October 20, 2026

By: /s/ Benjamin R. Wheeler

Benjamin R. Wheeler

Chief Financial Officer

Certain personally identifiable information marked “[***]” has been omitted from this exhibit pursuant to Item 601(a)(6) of Regulation S-K.

ASSET PURCHASE AGREEMENT

by and between

MYRIAD GENETICS, INC.,

and

LABORATORY CORPORATION OF AMERICA

Dated as of October 19, 2026

TABLE OF CONTENTS

ARTICLE 1	DEFINITIONS	1
1.1	Defined Terms	1
1.2	Construction	20
ARTICLE 2	PURCHASE AND SALE; LIABILITIES	21
2.1	Purchase and Sale	21
2.2	Consents to Certain Assignments; Shared Contracts	24
2.3	Liabilities	26
2.4	Consideration	27
2.5	Closing	27
2.6	Purchase Price Adjustment	28
2.7	Facility Prorations	31
2.8	Withholding	31
ARTICLE 3	REPRESENTATIONS AND WARRANTIES	31
3.1	Representations and Warranties of Seller	31
3.2	Representations and Warranties of Buyer	48
3.3	Acknowledgments of Buyer	50
ARTICLE 4	PRE-CLOSING COVENANTS	51
4.1	Access and Information	51
4.2	Ordinary Course of Business	52
4.3	Efforts; Regulatory and Other Authorizations; Notices and Consents	54
4.4	Health Care Regulatory Transition	56
4.5	Notices	56
4.6	Exclusive Dealing	57
4.7	Amendment to Patent License Agreement	57
4.8	IT Security Assessment	57
ARTICLE 5	ADDITIONAL COVENANTS	58
5.1	Cooperation in Litigation and Investigations	58
5.2	Further Assurances	59
5.3	Publicity	59
5.4	Confidentiality	60
5.5	Post-Closing Access and Information	61
5.6	Commercialization	61
5.7	Regulatory Transition; Laboratory Authorizations	62
5.8	Regulatory Responsibilities	64
5.9	Wrong Pockets	66
5.10	Accounts Receivable; Accounts Payable	

5.10	Accounts Receivable, Accounts Payable	66
5.11	Certain Tax Matters	66
5.12	Retained Names and Marks	69
5.13	Insurance	71
5.14	Services from Affiliates	71

5.15	Seller Guarantees	72
5.16	R&W Policy Terms	72
5.17	Delivery of Data Site Copy	73
5.18	Non-Solicitation	73
5.19	Non-Competition	74
ARTICLE 6	EMPLOYEES	75
6.1	Offers of Employment	75
6.2	Terms of Employment	76
6.3	Assumption of Liabilities and Responsibilities Relating to Transferred Employees	78
6.4	Cooperation	79
6.5	Third Party Beneficiaries	79
ARTICLE 7	CONDITIONS PRECEDENT	80
7.1	Conditions to Obligations of Buyer and Seller	80
7.2	Conditions to Obligations of Buyer	80
7.3	Conditions to Obligations of Seller	81
7.4	Frustration of Closing Conditions	82
ARTICLE 8	INDEMNIFICATION	82
8.1	Indemnification	82
8.2	Claim Procedure	83
8.3	Limitations on Indemnification	85
8.4	Survival	86
8.5	Tax Treatment of Indemnification Payments	87
8.6	Exclusive Remedy	87
8.7	Setoff Rights	88
ARTICLE 9	TERMINATION	88
9.1	Termination	88
9.2	Procedure and Effect of Termination	89
ARTICLE 10	MISCELLANEOUS	92
10.1	Governing Law, Jurisdiction, Venue and Service	92
10.2	Notices	93
10.3	No Benefit to Third Parties	94
10.4	Waiver	94
10.5	Expenses	95
10.6	Assignment	95
10.7	Amendment	95
10.8	Severability	95
10.09	Equitable Relief	95

10.9	Equitable Relief	95
10.10	Bulk Sales Statutes	96
10.11	Fulfillment of Obligations	96
10.12	Counterparts	96

10.13	Entire Agreement	96
10.14	Disclosure Schedules	97

EXHIBITS

Exhibit A	Form of Assignment and Assumption of Leases
Exhibit B	Form of Bill of Sale and Assignment and Assumption Agreement
Exhibit C	Form of Data and Specimen Transfer Agreement
Exhibit D	Form of Domain Name Assignment Agreement
Exhibit E	Form of Patent Assignment Agreement
Exhibit F	Form of Trademark Assignment Agreement
Exhibit G	Form of Transition Services Agreement
Exhibit H	R&W Policy

SCHEDULES

Schedule 1.1(a)	Closing Inventory Value
Schedule 1.1(b)	Excluded Equipment
Schedule 1.1(c)	LDT Tests
Schedule 1.1(d)	Permitted Encumbrances
Schedule 1.1(e)	Seller's Knowledge
Schedule 1.1(f)	Sneak Peek
Schedule 1.1(g)	Buyer's Knowledge
Schedule 1.1(j)	Liens Securing Indebtedness
Schedule 2.1.1(a)	Purchased Intellectual Property
Schedule 2.1.1(a)(i)	Patent Rights
Schedule 2.1.1(a)(ii)	Trademark Rights
Schedule 2.1.1(a)(iv)	Domain Names, Websites, Social Media Accounts and Handles
Schedule 2.1.1(a)(vi)	Material Unregistered Intellectual Property Rights
Schedule 2.1.1(b)	Purchased Contracts
Schedule 2.1.1(d)	Purchased Health Care Permits
Schedule 2.1.1(j)	Other Purchased Assets
Schedule 2.2.3	Shared Contracts
Schedule 2.5.1	Closing
Schedule 2.5.2(a)(iii)	Purchased Assets Delivery Schedule
Schedule 2.5.2(b)(i)	Seller Bank Accounts
Schedule 4.2.1	Ordinary Course of Business
Schedule 4.7	Patent Rights Subject to Patent License Amendment.
Schedule 5.7.1	Regulatory Transition Plan
Schedule 5.11.5	Tax Refunds
Schedule 5.11.7	Allocation Methodology
Schedule 5.12.1	Retained Names and Marks
Schedule 5.15	Seller Guarantees
Schedule 5.18	Non-Solicitation
Schedule 5.19.1	Non-Competition
Schedule 6.1	Employees
Schedule 6.3.3	Short-Term Incentive Arrangements
Schedule 7.1.2	Antitrust Laws
Schedule 7.1.3	Material Consents

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “**Agreement**”) is made and executed as of October 19, 2026, by and between Myriad Genetics, Inc., a Delaware corporation (“**Seller**”), and Laboratory Corporation of America, a Delaware corporation (“**Buyer**”). Seller and Buyer are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Seller and certain of its Affiliates are engaged in the Exploitation of the Tests in the Territory (collectively, as conducted by Seller and its applicable Affiliates, the “**Business**”);

WHEREAS, Seller and its applicable Affiliates collectively own all of the Purchased Assets;

WHEREAS, the Parties desire that, at the Closing, Seller and its applicable Affiliates shall sell and assign to Buyer, and Buyer shall purchase and assume from Seller and its applicable Affiliates, the Purchased Assets and the Assumed Liabilities, upon the terms and conditions hereinafter set forth;

WHEREAS, at the Closing, Seller and Buyer intend to enter into, or cause certain of their respective Affiliates to enter into, the Ancillary Agreements;

WHEREAS, concurrently with the execution and delivery of this Agreement, and as an inducement to the Parties’ execution of this Agreement, Seller and Laboratory Corporation of America Holdings, a Delaware corporation and an Affiliate of Buyer, have entered into a Patent License Agreement (the “**Patent License Agreement**”); and

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Agreement and of the representations, warranties, conditions, agreements and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Defined Terms. As used herein, the following terms shall have the following meanings:

“**Acquisition Proposal**” means any proposal or offer (other than a proposal or offer by Buyer or its Affiliates) relating to or involving any of the following: (a) a sale, assignment, transfer, lease, license, pledge or other disposition of all or any substantial portion of the Business or the Purchased Assets, (b) an acquisition or purchase of a majority of the voting securities solely of Myriad Women’s Health, Inc. or Gateway Genomics, LLC, or (c) a merger,

consolidation, business combination, share exchange, reorganization, recapitalization, or similar transaction involving solely Myriad Women's Health, Inc. or Gateway Genomics, LLC; *provided* that, for clarity, a proposal or offer with respect to any sale, assignment, transfer, lease, license, pledge or other disposition of all or substantially all of the assets of Seller, whether by sale of stock, sale of assets or otherwise, or any merger, consolidation, business combination, share exchange, reorganization, recapitalization or similar transaction involving Seller will not constitute an Acquisition Proposal (for clarity, any such sale, assignment, transfer, lease, license, pledge or other disposition shall be subject to the limitations set forth in, and shall not relieve Seller's obligations under, clause (i) of Section 4.2.1).

"Affiliate" means, with respect to a Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such first Person. For purposes of this definition, "control" and, with correlative meanings, the terms "controlled by" and "under common control with," mean (a) the possession, directly or indirectly, of the power to direct the management or policies of a business entity, whether through the ownership of voting securities, by contract relating to voting rights or corporate governance, or otherwise or (b) the ownership, directly or indirectly, of more than 50% of the voting securities or other ownership interest of a business entity (or, with respect to a limited partnership or other similar entity, its general partner or controlling entity). For purposes of this Agreement and the Ancillary Agreements, no equity holder of Seller shall be an Affiliate of Seller or any of Seller's Affiliates at any point in time.

"Ancillary Agreements" means the Assignment and Assumption of Leases, Bill of Sale and Assignment, the Data and Specimen Transfer Agreement, the Domain Name Assignment Agreement, the Patent License Agreement, the Patent Assignment Agreement, the Trademark Assignment Agreement, and the Transition Services Agreement.

"Antitrust Law" means the Sherman Antitrust Act of 1890, the Clayton Act of 1914, the HSR Act, the Federal Trade Commission Act of 1914, California's Office of Health Care Affordability Material Change Transactions Notice Law (Cal. Health & Safety Code § 127507 et seq.), and all other United States (including state, national, or supranational) antitrust, competition or other Laws that are designed or intended to (a) prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition, or (b) address the impact of business combination transactions on access, quality and cost of health care services, including state Laws requiring notice or approval of such transactions involving health care entities, as defined under such state Laws.

"Applicable Transition Period" means (a) with respect to the Finished Inventory, the period commencing on the Closing Date and ending on the earlier of (i) the date on which Buyer and its Affiliates have sold all units of specimen collection kits included in such Finished Inventory and (ii) the date that is 12 months after the Closing Date, and (b) with respect to the Existing Promotional Stock, the period commencing on the Closing Date and ending on the date that is 120 days after the Closing Date.

“Assignment and Assumption of Leases” means the Assignment and Assumption of Leases to be entered at Closing, substantially in the form attached as Exhibit A, pursuant to which Buyer will assume and acquire the applicable Tenant Leases.

“Authorization” means any Consent, order, license, permit or other similar authorization of or from any Governmental Authority, together with any renewals, extensions, or modifications thereof and additions thereto.

“Bill of Sale and Assignment” means the Bill of Sale and Assignment and Assumption Agreement to be entered at Closing, substantially in the form attached as Exhibit B.

“Business Day” means any day other than Saturday, Sunday or a day on which banking institutions in Salt Lake City, Utah are permitted or obligated by Law to remain closed.

“Buyer Health Care Permits and Documentation” means any and all (a) Health Care Permits applicable to the manufacture, assembly, offering, performance, reporting, marketing, distribution, or sale of any Test, or the Exploitation of the Tests in the Territory from and after the Closing, and obtained or maintained by Buyer or any of its Affiliates after the Closing; (b) documentation comprising such Health Care Permits; and (c) correspondence and reports submitted to or received from Regulatory Authorities with respect to such Health Care Permits, in each case, to the extent owned and maintained by, and in the possession or under the Control of, Buyer or any of its Affiliates, licensees, sublicensees or distributors from and after the Closing; *provided, however*, that Buyer Health Care Permits and Documentation shall not include proprietary validation data, analysis, Know-How or other materials developed by or for Buyer after Closing except to the extent incorporated into a submission relating to Seller’s or its Affiliates’ pre-Closing conduct or performance of services under an Ancillary Agreement.

“Buyer Material Adverse Effect” means any Effect that (a) prevents or materially impedes or materially delays the consummation by Buyer and its Affiliates of the Transactions or (b) has, or would reasonably be expected to have, a material adverse impact on Buyer’s and its applicable Affiliates’ ability to perform their respective obligations under this Agreement and the Ancillary Agreements.

“Buyer Tax Act” means (a) any Tax election solely with respect to the Purchased Assets under any provision of applicable Law, retroactively effective for any taxable period ending on or before the Closing Date, that is made after the Closing by Buyer, any of its Affiliates, or any transferee or successor of Buyer or any of its Affiliates, (b) any action outside the ordinary course of business solely with respect to the Purchased Assets that is taken on the Closing Date after the Closing by Buyer or any of its Affiliates, and (c) any amendment of any material Tax Return originally filed by Seller with respect to a Pre-Closing Tax Period, by Buyer, any of its Affiliates, or any transferee or successor of Buyer or any of its Affiliates, in each case, that increases the amount of liability for Taxes with respect to the Business or the Purchased Assets for any Pre-Closing Tax Period; *provided, however*, that “Buyer Tax Act” shall not include any action (i) required by applicable Law, (ii) taken at the written request or with the written consent of Seller (such consent not to be unreasonably withheld, conditioned or delayed) or (iii) that is expressly contemplated by this Agreement or any Ancillary Agreement.

“Buyer’s Knowledge” means the actual knowledge after due inquiry of the individuals listed on Schedule 1.1(g).

“Closing Date” means the date on which the Closing occurs.

“Closing Inventory Value” means the value of the Purchased Inventory as of the Closing Date, determined in accordance with the accounting principles, policies, procedures, methods, judgments, estimation processes and practices set forth on Schedule 1.1(a) and, to the extent consistent with the foregoing, GAAP.

“CMS” means the Centers for Medicare & Medicaid Services.

“Code” means the Internal Revenue Code of 1986.

“Comparable Position” means a position with Buyer or its Affiliates in which (a) the Employee’s level of responsibilities would be substantially similar to such Employee’s level of responsibilities immediately prior to the Closing Date, (b) the Employee’s principal place of business is not relocated to a location that is more than 15 miles away from such Employee’s principal place of business as in effect immediately prior to the Closing Date, and (c) except with respect to any Employee with on-site laboratory operations responsibilities, the Employee’s in-office requirement is not increased from such Employee’s in-office requirement in effect immediately prior to the Closing Date.

“Consent” means a consent, approval, notice or authorization, including, for purposes of Section 4.3, receiving or obtaining the termination or expiration of any waiting or review periods applicable under any Antitrust Law or similar Law.

“Contract” means any unexpired contract, agreement, license, sublicense, loan or credit agreement, indenture, note, mortgage, deed of trust, instrument, assignment, purchase order, or other legally binding commitment or arrangement.

“Control” (and, with correlative meanings, the terms **“Controlled”** and **“Controlled by”**) means, with respect to any Health Care Permits, regulatory documentation, Purchased Records, Intellectual Property Rights or any other relevant property (whether tangible or intangible), the possession of the right, whether directly or indirectly, and whether by ownership, license or otherwise, to assign or grant a license, sublicense or other right to or under such Health Care Permits, regulatory documentation, Purchased Records, Intellectual Property Rights or such other relevant property as provided for herein or in any of the Ancillary Agreements without violating the terms of any Contract with any Third Party.

“Data and Specimen Transfer Agreement” means the Data and Specimen Transfer Agreement to be entered at Closing, substantially in the form attached as Exhibit C.

“Data Protection Laws” means all applicable Laws (including HIPAA) pertaining to Personal Data, data protection, data privacy, data security, data breach notification, and cross-border data transfer.

“Data Site” means the Project Monarch virtual data site administered by Datasite for Seller in connection with the Transactions.

“Dispute” means any dispute, controversy or claim (of any and every kind or type, whether based on contract, tort, statute, regulation, or otherwise) arising out of, relating to, or in connection with this Agreement or any Ancillary Agreement or the Transactions, including any dispute as to the construction, validity, interpretation, enforceability or breach of this Agreement or any Ancillary Agreement.

“Domain Name Assignment Agreement” means the Domain Name Assignment Agreement to be entered into at Closing, substantially in the form attached as Exhibit D.

“Employee Benefit Plan” means each plan, program, policy, agreement or other arrangement of Seller or an Affiliate of Seller that covers the Employees, that is (a) an employee welfare plan within the meaning of Section 3(1) of ERISA (whether or not subject to ERISA), (b) an employee pension benefit plan within the meaning of Section 3(2) of ERISA (whether or not subject to ERISA), including any plan which is a “multiemployer plan” (as defined in Section 4001(a)(3) of ERISA), (c) a stock option, stock purchase, stock appreciation right or other stock-based agreement, program or plan, (d) an individual severance, retention, transaction bonus or other similar Contract, or (e) a bonus, incentive, deferred compensation, profit-sharing, retirement, post-retirement, vacation, severance or termination pay, benefit or fringe-benefit plan, program, policy, agreement or other arrangement.

“Encumbrance” means any mortgage, lien, license, pledge, security interest, charge, deed of trust, lease, condition, covenant, restriction, hypothecation, option to purchase or lease or otherwise acquire any interest, right of first refusal or offer, conditional sale or other title retention agreement, adverse claim of ownership or use, easement, encroachment, right of way or other title defect, Third Party right or encumbrance of any kind or nature.

“ERISA” means the Employee Retirement Income Security Act of 1974.

“Excluded Assets” means any and all (a) real property and other tangible personal property of Seller or any of its Affiliates, including the Excluded Equipment, but excluding the Purchased Assets; (b) Excluded Intellectual Property; (c) refunds, claims for refunds or rights to receive refunds of any and all Taxes paid or to be paid by Seller or any of its Affiliates (including any and all Taxes paid or to be paid by any of Seller’s Affiliates on behalf of Seller); (d) insurance policies or practices and insurance Contracts of Seller and its Affiliates (including any captive insurance policies, self-insurance, surety bonds or corporate insurance policies or practices), together with any claim, action or other right Seller or any of its Affiliates may have for insurance coverage under any past or present policies or practices and insurance Contracts; (e) cash, cash equivalents, investments and securities and bank or other deposit or securities accounts; (f) intercompany accounts receivable; (g) rights to causes of action, judgments, claims, counterclaims, rights of recovery and demands related to any Excluded Liabilities or Excluded Assets; (h) shares of capital stock and other equity interests, and all stock record books and ledgers, of Seller or any of its Affiliates; (i) certificates of incorporation, by-laws, corporate minutes, corporate resolutions and other similar corporate documents and records

of Seller or any of its Affiliates; (j) Pre-Closing Accounts Receivable; (k) information technology systems, software, cloud environments, data repositories, enterprise applications and related license, maintenance and service Contracts of Seller or any of its Affiliates, other than the Purchased Contracts and the Purchased IT Assets, that are not exclusively used or held for use exclusively in connection with the Business; (l) Excluded Communications; (m) rights of Seller or any of its Affiliates under this Agreement, the Ancillary Agreements and any other agreements, certificates and instruments otherwise delivered in connection with this Agreement relating to the sale of the Business (or any portion thereof); (n) Shared Contracts to be retained by Seller and its Affiliates in accordance with Section 2.2.3; (o) Employee Benefit Plans, except as specified in Article 6 and (p) other assets, property, rights and interests of Seller and its Affiliates, other than those expressly included in the Purchased Assets.

“Excluded Communications” means any and all (a) books, documents, records, files and other items prepared in connection with or relating to the negotiation and consummation of the Transactions, or otherwise prepared in connection with the sale of the Business, including all (i) bids received from Third Parties and analyses relating to the Business or the Tests, (ii) confidentiality, joint defense or similar agreements with prospective purchasers of any of the Tests, and (iii) strategic, financial or Tax analyses relating to the divestiture of the Purchased Assets, the Assumed Liabilities, the Tests, and the Business; (b) attorney work product, attorney-client communications and other items protected by established legal privilege, unless such items can be transferred without losing such privilege; (c) books or records not exclusively related to the Business or the Purchased Assets (including all human resources, personnel records and any other employee books and records); (d) financial and accounting records not exclusively related to the Tests or the Business or that form part of the general ledger of Seller or any of its Affiliates; (e) work papers of Seller’s or its Affiliates’ auditors not exclusively related to the Business or Purchased Assets; (f) Tax Returns, Tax records, related workpapers and other similar Tax information of Seller and its Affiliates not exclusively related to the Business or the Purchased Assets; (g) items to the extent applicable Law prohibits their transfer or where transfer thereof would subject Seller or its Affiliates to any liability, (h) file copies of books, documents, records and files retained by Seller or its Affiliates not exclusively related to the Business or the Purchased Assets; and (i) electronic mail or similar electronic communication.

“Excluded Equipment” means the equipment and other tangible personal property set forth on Schedule 1.1(b).

“Excluded Intellectual Property” means all Intellectual Property Rights of Seller or any of its Affiliates other than the Purchased Intellectual Property; for the avoidance of doubt, “Excluded Intellectual Property” includes the Retained Names and Marks and all Intellectual Property Rights of any Third Party contained or depicted in any Purchased Asset.

“Excluded Taxes” means, without duplication, Liabilities for (a) Taxes arising out of, relating or attributable to, or in respect of the Business or the Purchased Assets with respect to any Pre-Closing Tax Period (other than any Taxes directly resulting from any Buyer Tax Acts), (b) any other Taxes of Seller or any of its Affiliates for any taxable period (other than

Transfer Taxes), (c) any Transfer Taxes allocated to Seller pursuant to Section 5.11.1, and (d) any Taxes of any Person imposed on Buyer or any of its Affiliates as a transferee or successor, or otherwise by operation of applicable Law (including pursuant to any bulk sales, bulk transfer, successor liability, transferee liability or similar Law or doctrine), in each case to the extent such Taxes are attributable to any Pre-Closing Tax Period and arise out of or relate to Seller, any of its Affiliates, the Business or the Purchased Assets.

“Exploit” (and, with correlative meanings, the terms **“Exploitation”** and **“Exploiting”**) means to make, have made, import, export, use, have used, sell, offer for sale, have sold, perform, hold, keep (whether for disposal or otherwise), or otherwise dispose of, including all discovery, research, development, commercialization, registration, modification, improvement, manufacturing, storage, formulation, transportation and distribution activities related thereto.

“FDA” means the United States Food and Drug Administration.

“Finished Inventory” means, with respect to a Test, the finished goods inventory of the applicable specimen collection kit or other finished product, together with all packaging, inserts and other labeling thereon, in each case, labeled and held for sale in the Territory, owned by Seller or any of its Affiliates and not sold to a Third Party distributor or wholesaler.

“Foreign Official” means: (a) any officer or employee of a foreign Governmental Authority or any department, agency or instrumentality thereof (including a state-owned or state-controlled entity); (b) any officer or employee of a public international organization; (c) any Person acting in an official capacity for or on behalf of any such foreign Governmental Authority or department, agency or instrumentality thereof, or for or on behalf of any public international organization or any foreign political party; or (d) any party official or candidate of any party, excluding, in each case, any official of the government of the United States.

“Fraud” means, with respect to any Party, actual and intentional common law fraud under the Laws of the State of Delaware with respect to the making of representations and warranties contained in Section 3.1 or Section 3.2, as applicable. “Fraud” shall include only common law liability for fraud with respect to the making of the representations and warranties contained in Section 3.1 or Section 3.2, as applicable, and shall exclude constructive or equitable fraud, promissory fraud, unfair dealing and any other fraud-based claim or tort based on recklessness or negligence.

“Fundamental Representations” means those representations and warranties of Seller and Buyer, as applicable, contained in Section 3.1.1 (*Corporate Status*), Section 3.1.2 (*Authority*), Section 3.1.5(a) (*Title to Assets*), Section 3.1.20 (*No Broker*), Section 3.2.1 (*Corporate Status*), Section 3.2.2 (*Authority*), Section 3.2.5 (*Financial Capacity*) and Section 3.2.9 (*No Broker*).

“GAAP” means generally accepted accounting principles, as applied in the United States.

“Governmental Authority” means any supranational, international, national, commonwealth, provincial, territorial, county, municipal, district, federal, state or local court (or any arbitrator or other tribunal having competent jurisdiction), regulatory or administrative agency or commission or other governmental authority, instrumentality, domestic or foreign, or any self-regulated organization or quasi-governmental authority.

“Government Contract” means any Contract, including a basic ordering agreement, letter contract, purchase order, delivery order, task order, teaming agreement, memorandum of understanding, or memorandum of agreement, (a) between Seller or one of its Affiliates and a Governmental Authority or (b) entered into by Seller or one of its Affiliates as a subcontractor at any tier in connection with a Contract between another Person and a Governmental Authority.

“Health Care Laws” means all applicable Laws relating to health care regulatory and reimbursement matters or otherwise governing the Business or any Test, including, (a) the Stark Law (42 U.S.C. § 1395nn) and regulations promulgated thereunder; (b) the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)) and regulations promulgated thereunder; (c) the False Claims Act (31 U.S.C. §§ 3729 et seq.); (d) the Federal Food, Drug, and Cosmetic Act (21 U.S.C. §§ 301 et seq.) and regulations promulgated thereunder; (e) the Clinical Laboratory Improvement Amendments of 1988 (42 U.S.C. § 263a) and regulations promulgated thereunder; (f) the Medicare Act (42 U.S.C. §§ 1395 et seq.) and federal Laws governing Medicaid programs (42 U.S.C. §§ 1396 et seq.), in each case together with regulations promulgated thereunder; (g) state self-referral, anti-kickback, fee-splitting, patient-brokering, billing, reimbursement and insurance-fraud Laws; (h) state Laws governing the licensure and operation of clinical laboratories, laboratory directors and personnel, quality systems, test-specific approvals and billing for clinical laboratory services; (i) Laws governing the development, validation, verification, labeling, advertising, promotion, distribution, offering, performance, reporting or use of clinical laboratory tests, laboratory services or specimen collection kits; and (j) Laws governing direct-to-consumer genetic testing, consumer protection and advertising, informed consent and the collection, use, retention, disclosure, transfer and destruction of biological specimens and genetic information.

“Health Care Permit” means any permit, license, qualification, certificate, registration, accreditation, consent, clearance, approval, governmental payor enrollment or provider or supplier number or other Authorization required under Health Care Laws to operate the Business or develop, validate, verify, manufacture, assemble, market, offer, perform, report, distribute, sell or obtain reimbursement for a Test, including CLIA certificates and numbers, CMS-approved accreditations, state in-state and out-of-state clinical laboratory licenses, laboratory director and personnel qualifications, test-specific New York state approvals and, solely to the extent applicable, FDA clearances, approvals, authorizations, registrations and listings, whether or not transferable or assignable under applicable Law; *provided, however*, that inclusion of an Authorization in this definition does not imply that such Authorization is assignable or otherwise transferable apart from the legal entity, laboratory, facility, location, laboratory director, personnel, methodology or test configuration to which it was issued.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. §§ 1320d-1329d-9), and its implementing regulations, including the Standards for Privacy of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164, Subparts A and E), the Security Standards for the Protection of Electronic Protected Health Information (45 C.F.R. Parts 160 and 164, Subparts A and C), and Breach Notification for Unsecured Protected Health Information Rules (45 C.F.R. Part 164, Subpart D).

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

“Indebtedness” means, at any specified time (without duplication), any of the following Liabilities of any Person (whether or not contingent and including any and all principal, accrued and unpaid interest, prepayment premiums or penalties, related expenses, commitment and other fees, sale or liquidity participation amounts, reimbursements, indemnities and other amounts which would be payable in connection therewith): (a) any Liabilities of such Person for borrowed money or in respect of loans or advances; (b) any Liabilities of such Person evidenced by bonds, debentures, notes, or other similar instruments or debt securities; (c) all Liabilities of such Person under or in connection with letters of credit or bankers’ acceptances, performance bonds, sureties or similar obligations, in each case, to the extent drawn; and (d) any Liabilities of others guaranteed by, or secured by any Encumbrance on the assets of, such Person, whether or not such indebtedness, liabilities or obligations shall have been assumed by such Person or is limited in recourse.

“Intellectual Property Rights” means all (a) Patent Rights, (b) Trademark Rights, (c) copyrights and rights in works of authorship, including registrations and applications therefor, (d) Know-How, (e) domain names, websites, applications, social media accounts and handles and other internet properties, and (f) rights in software and databases, including source code, object code, algorithms, models, data schemas, interfaces, APIs and configuration materials, in each case, together with all rights to sue and recover for past, present and future infringement, misappropriation or other violation thereof.

“Inventory” means all (a) inventories of specimen collection kit components, packaging, inserts, reagents, controls, reference materials, specimen collection and transport materials, laboratory disposables, consumables, raw materials, work-in-process, supplies, and goods in transit that are owned by Seller or any of its Affiliates and are exclusively used or held for use exclusively in connection with the Business and (b) Finished Inventory.

“Judgment” means any order, judgment, injunction, ruling, writ or decree of any Governmental Authority.

“Know-How” means any and all trade secrets, confidential data, technical information, technology, processes, techniques, inventions, assay designs, laboratory methodologies, workflows and other proprietary information, including specifications, formulations, standard operating procedures, quality systems, quality control and testing procedures, validation materials, performance data, manuals, training materials, algorithms,

models, data analyses and reports, manufacturing and kit assembly processes, bills of materials and customer and supplier information.

“**Law**” means any domestic or foreign, federal, state or local statute, law, treaty, Judgment, ordinance, rule, administrative interpretation, regulation, order or other requirement having the force and effect of law of any Governmental Authority.

“**LDT**” means a clinical laboratory testing service developed and performed by a clinical laboratory certified under the Clinical Laboratory Improvement Amendments (CLIA) of 1988 (42 U.S.C. 263a, et seq.) and that has not been cleared, approved, or otherwise authorized by FDA.

“**LDT Tests**” means the Foresight® Carrier Screen LDT, the Prequel® Prenatal Screen LDT and the FirstGene® 4-in-1 Prenatal Screen LDT, in each case, as further described on Schedule 1.1(c).

“**Leased Real Properties**” means (a) the facility located at 233 E Grand Avenue, South San Francisco, California 94080, and leased to Seller or its applicable Affiliate pursuant to the Nexus on Grand Lease, dated December 7, 2021, and (b) the facility located at 11436 Sorrento Valley Road, San Diego, California 92121, and leased to Seller or its applicable Affiliate pursuant to the Standard Lease - Gross, dated December 12, 2022.

“**Liabilities**” means any obligations, debts, liabilities, Losses, claims or complaints of any kind, whether accrued or unaccrued, matured or unmatured, known or unknown, fixed or contingent, determined or determinable, and whether or not the same would be required to be reflected in financial statements or disclosed in the notes thereto.

“**Litigation**” means any action, arbitration, claim, mediation, hearing, legal or administrative proceeding, litigation, suit, warning letter, finding of deficiency or non-compliance, notice of violation or request for corrective action, withdrawal or discontinuation (whether civil, criminal, administrative, investigative or appellate).

“**Loss**” or “**Losses**” means any losses, damages, judgments, fines, penalties, awards, Taxes, amounts paid in settlement, charges, and reasonable and documented Third Party costs and expenses incurred in connection therewith (including costs and expenses in connection with investigations, suits and proceedings, expert fees, accounting fees, advisory fees and reasonable and documented legal fees); *provided* that “Losses” shall not include, and in no event shall either Party be liable in connection with this Agreement, the negotiation of this Agreement or the Transactions for, (a) any punitive or exemplary damages, or (b) any consequential, special, or incidental damages, or damages calculated by reference to a multiplier of revenue, profits, EBITDA or similar methodology, or lost profits or revenues or diminution of value, in each case to the extent such damages would not be recoverable under principles of Delaware contract Law in an action of breach of contract, except, in the case of each of (a) and (b), to the extent actually paid or awarded in connection with a Third-Party Claim.

“Material Adverse Effect” means an event, fact, condition, occurrence, circumstance, change, development or effect (“**Effect**”) that, individually or in the aggregate with other Effects, has, or would be reasonably expected to have, a material adverse effect on the financial condition or results of operations of the Business taken as a whole; *provided, however*, that none of the following, and no Effects resulting from the following, shall be deemed (individually or in combination) to constitute, or shall be taken into account, individually or in the aggregate, in determining whether a “Material Adverse Effect” has occurred or would reasonably be expected to occur: (a) (i) Seller’s and its Affiliates’ compliance with the terms and conditions of this Agreement or any Ancillary Agreement, (ii) the failure to take any action prohibited pursuant to the terms of this Agreement or (iii) any other action by Seller or its Affiliates (A) contemplated by this Agreement or any Ancillary Agreement, (B) which Buyer has expressly requested be taken in writing or (C) to which Buyer has consented in writing; (b) regulatory, political or economic conditions, including with respect to the imposition of, or adjustments to, tariffs or other trade restrictions, and including the worsening thereof, or conditions affecting the capital or financial markets generally, including the worsening of any existing conditions; (c) any event, change, occurrence or effect affecting the industry or industry sectors in which the Business operates or competes generally, including increases in operating costs; (d) any change or prospective change in accounting requirements (including GAAP) or applicable Law or the enforcement or interpretation thereof; (e) any hostility, act of war, sabotage, terrorism or military actions, or any escalation or worsening of any of the foregoing; (f) any hurricane, flood, tornado, earthquake or other natural disaster or force majeure event; (g) any act or omission of Buyer or any of its Affiliates; (h) any decline in sales or revenue from sales of any Test in the Territory (*provided*, that the underlying causes of such decline shall not be excluded unless otherwise excluded under any other clause of this definition); (i) the failure of the Business to achieve any internal or public projections, predictions, forecasts, guidance, estimates, milestones or budgets (financial or otherwise) in and of itself (*provided*, that the underlying causes of such failure shall not be excluded unless otherwise excluded under any other clause of this definition); (j) any pandemic, epidemic, outbreak of disease or public health event or the worsening of any of the foregoing; (k) the negotiation or execution of this Agreement or any Ancillary Agreement or the announcement of, or the pendency of, this Agreement or consummation of the Transactions, including (i) the identity of Buyer, (ii) the termination or potential termination of (or the failure or potential failure to renew or enter into) any Contract with suppliers or other business partners, and (iii) any other negative development (or potential negative development) in the relationships between Seller or any of its Affiliates and any of their suppliers, licensors or other business partners (*provided*, that this clause (k) shall not apply to the representations and warranties of Seller set forth in Section 3.1.3); (l) any recommendations, statements or other pronouncements published or proposed by professional medical organizations or any Governmental Authority, or any panel or advisory body empowered or appointed thereby, relating to a Test or any LDT or product that competes with a Test; (m) any change or prospective change in reimbursement, coverage or payor rules or policies applicable to any Test; (n) any regulatory actions, requests, recommendations, determinations or decisions of any Governmental Authority, or any indication of any such actions, requests, recommendations, determinations or discussions, relating to a Test or any LDT or product that competes with a Test (or the commercialization thereof) or any other regulatory development relating to a Test or any LDT or product that competes with a Test; (o) market entry

or threatened market entry of any LDT or product that is competitive with a Test; (p) any production or supply chain disruption affecting any Test, other than a disruption caused by Seller or its Affiliates and (q) any computer hacking, data breaches, ransomware, cybercrime or cyberterrorism (including by a nation-state or nation state-sponsored threat actor) affecting or impacting, or outage of or termination by a web hosting platform or data center provider providing services to, Seller or any of its Affiliates or their respective businesses; except, that (x) any Effect referred to in each of clauses (b) through (f) and clauses (j) and (q) may be taken into account in determining whether there has been, or would reasonably be expected to be, a Material Adverse Effect to the extent such Effect has a materially disproportionate adverse effect on the Business, taken as a whole, as compared to other participants in the industry in which the Business operates (in which case only the incremental disproportionate impact or impacts may be taken into account in determining whether there has been, or would reasonably be expected to be, a Material Adverse Effect) and (y) any Effect referred to in each of clauses (l) through (n) and (p) may be taken into account in determining whether there has been, or would reasonably be expected to be, a Material Adverse Effect to the extent such Effect arises or results from any action taken (or failure to take any action) by or at the direction of Seller or its Affiliates constituting actual and intentional common law fraud or willful misconduct.

“Patent Assignment Agreement” means the Patent Assignment Agreement to be entered into at Closing, substantially in the form attached as Exhibit E.

“Patent Rights” means all patents and patent applications, substitutions, additions, reissues, reexaminations, utility models, and certificates of invention, and extensions, restorations and renewals of any of the foregoing.

“Permitted Encumbrance” means any (a) Encumbrance for Taxes not yet due or for those Taxes being contested in good faith by appropriate proceedings (with adequate reserves established in accordance with GAAP); (b) right, title or interest of a licensor or licensee evident from the face of a license included in the applicable Purchased Contract or Shared Contract; (c) the license under Section 2.1.4; (d) mechanics’, carriers’, workmen’s, repairmen’s or other like Encumbrances arising or incurred in the ordinary course of business for amounts that are not delinquent; (e) Encumbrances arising under original purchase price conditional sales Contracts and equipment leases with Third Parties entered into in the ordinary course of business that constitute Purchased Contracts or Shared Contracts, and with respect to which no material payment or other material obligation is delinquent and no material default exists as of immediately prior to the Closing Date; (f) any Encumbrance disclosed on Schedule 1.1(d); (g) with respect to a Purchased Health Care Permit, any restrictions, obligations, limitations, or other Encumbrances contained in such Purchased Health Care Permit or existing at Law or under the regulatory regime pursuant to which such Purchased Health Care Permit is granted that do not materially impair the current use of the applicable Purchased Assets or the Business, individually or in the aggregate; (h) easements, covenants, rights-of-way, zoning, building and other similar restrictions affecting the Leased Real Properties that do not, individually or in the aggregate, materially impair the value or current use or occupancy of the applicable Leased Real Property in the conduct of the Business, (i) Encumbrances that have been placed by any developer, landlord or other Third Party on any Leased Real Property or property over which Seller or its Affiliates

have easement rights and subordination or similar agreements relating thereto, including any mortgage, deed of trust, ground lease, or other Encumbrance granted by any such Person or its lender encumbering the fee or leasehold estate underlying any Leased Real Property, in each case that do not, individually or in the aggregate, materially impair the current use or occupancy of such Leased Real Property in the conduct of the Business or the enforceability of the applicable leasehold interest, (j) Liens securing Indebtedness to the extent such Liens are released prior to or at Closing and disclosed on Schedule 1.1(j), (k) any set of facts that an accurate up-to-date survey or physical or environmental inspection of any Leased Real Properties would show, which do not materially impair the continued use and operation of the Leased Real Property in the conduct of the Business, (l) any matters that would be disclosed by an up-to-date title commitment or title policy of any Leased Real Property, which do not materially impair the continued use and operation of such Leased Real Properties in the conduct of the Business, (m) any Encumbrance in favor of a landlord or ground lessor of any Leased Real Property arising by operation of Law to secure unpaid rent or other lease obligations, to the extent such rent or obligations are not yet due or are being contested in good faith, (n) any restriction, condition, obligation, or other matter arising under the express terms of a Tenant Lease, and (o) other imperfections of title, license or Encumbrances, if any, that do not materially impair the continued use and operation of the Purchased Assets to which they relate in the conduct of the Business.

“Person” means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, corporation, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, or any other legal entity, including a Governmental Authority.

“Personal Data” means any data or information that may be used to identify a natural person or constitutes “personal information,” “personal data,” “personally identifiable information,” or “consumer health data” under applicable Law.

“Pre-Closing Accounts Receivable” means all accounts receivable, notes receivable and other indebtedness due and owed by any Third Party to Seller or any of its Affiliates outstanding on the Closing Date.

“Pre-Closing Tax Period” means any taxable period ending on or prior to the Closing Date and the portion of any Straddle Tax Period ending on, and including, the Closing Date.

“Processing” or **“Processed”** means with respect to Personal Data, the collection, access, acquisition, recording, organization, compilation, structuring, use, interception, adaptation or alteration, retrieval, modification, storage, receipt, purchase, sale, maintenance, transmission, transfer, disclosure, disposal, erasure or destruction.

“Purchase Price” means (a) \$210,000,000, plus (b) the Estimated Closing Inventory Value (as adjusted pursuant to Section 2.6).

“Purchased Know-How” means all Know-How that is identified or identifiable in a tangible or electronic form, is owned by Seller or any of its Affiliates as of the Closing Date and is exclusively used or held for use exclusively in connection with the Business.

“Purchased Records” means, other than Purchased Regulatory Documentation, all books, records, files, databases, documents, reports, plans, manuals and other materials, in any form or medium, to the extent exclusively related to the Business, including (a) records relating to specimen collection kit design, assembly, manufacture, fulfillment, logistics and service, other than records required by Law to be retained by the applicable manufacturer or service provider, (b) customer, supplier, distributor, laboratory, payor, reimbursement, pricing, sales, marketing, operational, quality, complaint and service records, (c) advertising, marketing, training and promotional materials, including website content, and (d) records that document Purchased Know-How, in each case, to the extent used by Seller or any of its Affiliates in the Business, owned and maintained by, and in the possession or under the Control of, Seller or any of its Affiliates as of the Closing Date and in the format maintained by Seller or such applicable Affiliates (but excluding any Excluded Communications).

“Purchased Regulatory Documentation” means, with respect to each Test, each of the following documents and records to the extent owned and maintained by, and in the possession or under the Control of, Seller or any of its Affiliates and to the extent related to such Test and the Territory: (a) copies of applicable Purchased Health Care Permits and applications, renewals, amendments, inspection materials and correspondence; (b) analytical and, where applicable, clinical validation and verification protocols, plans, raw and summarized data, statistical analyses, performance specifications, reference ranges, cutoffs, specimen stability and handling studies and reports; (c) documentation regarding assay designs, methodologies, workflows, reagents, controls, calibrators, reference materials, instruments, software, algorithms and bioinformatics pipelines, including material version histories, change-control records, configuration materials and validation thereof; (d) standard operating procedures, quality system documents, quality-control records, proficiency testing, personnel competency and training records, complaints, investigations, deviations, corrective and preventive actions, recalls, withdrawals and discontinuations; (e) submissions, reports and correspondence with Regulatory Authorities; and (f) with respect to SneakPeek, documentation regarding regulatory status, substantiation of performance and advertising claims, consumer consents and notices, specimen and genetic-information practices and complaint files, in each case (a)-(f), to the extent reasonably necessary or significant to reproduce, validate or verify and lawfully offer, perform, report, distribute and support the applicable Test as Exploited by Seller and its Affiliates as of the Closing Date, and in the format maintained by Seller or such applicable Affiliates (but excluding any Excluded Communications). To the extent, and only to the extent, that any such document or record does not relate to the Business or relates to any LDT or product other than the Tests or otherwise constitutes Excluded Communications, Seller shall be entitled to redact, segregate or withhold the foregoing from such document or record in accordance with Section 2.5.2(a)(iii).

“Regulatory Authority” means any Governmental Authority or CMS-approved accreditation organization having jurisdiction over (a) the development, validation, certification, assembly, labeling, marketing, distribution, offering, reporting, or performance of a Test or

operation of a clinical laboratory, including CMS, FDA, the Federal Trade Commission, the U.S. Department of Health and Human Services Office of Inspector General and applicable state health, laboratory, professional licensing, and consumer-protection authorities; (b) reimbursement for a Test under a federal or state health care program, or (c) the protection of Personal Data used in connection with a Test.

“Regulatory Readiness Date” means, with respect to each Test in each applicable U.S. jurisdiction, the date on which (a) the laboratory designated by Buyer to perform such Test possesses all Health Care Permits and test-specific approvals that (i) were held by Seller prior to Closing or (ii) are otherwise required by applicable Law and set forth in the Regulatory Transition Plan, (b) such laboratory has completed the validation, verification or bridging and laboratory-director authorizations required by applicable Law for such Test in order to Exploit such Test as Exploited by Seller and its Affiliates as of immediately prior to the Closing, and (c) the other go-live items identified for such Test and jurisdiction in the Regulatory Transition Plan (or otherwise mutually agreed in writing between the Parties, acting reasonably) have been completed; *provided*, that performance of a Test by Seller, its Affiliates or another authorized laboratory under an Ancillary Agreement or other lawful interim arrangement shall not, by itself, establish a Regulatory Readiness Date for Buyer’s laboratory.

“Representatives” means, with respect to any Person, the directors, officers, employees, agents, attorneys, investment bankers, financial advisors, accountants, consultants, advisors and other representatives of such Person.

“Sanctioned Persons” means any Person: (a) listed on any Sanctions list maintained by the United States, the European Union, the United Kingdom, the United Nations Security Council, or any other relevant Governmental Authority, including without limitation the U.S. List of Specially Designated Nationals and Blocked Persons, the Foreign Sanctions Evaders List, the Sectoral Sanctions Identifications List, the Entity List, the Denied Persons List, the Military End User List, or the Unverified List; (b) that is a part of the government of Venezuela; (c) owned 50% or more or controlled by any of the foregoing, individually or in the aggregate, directly or indirectly; (d) located in, a blocked national of, resident in, or organized under the Laws of a jurisdiction subject to comprehensive U.S. sanctions; or (e) that is a military end user (as defined in Section 744.21 of the U.S. Export Administration Regulations) in Belarus, Burma (Myanmar), Cambodia, China, Nicaragua, Russia, or Venezuela.

“Sanctions” means applicable economic sanctions and export control laws, regulations, embargoes, directives, determinations, and related measures enforced by (i) the U.S. Department of the Treasury, Office of Foreign Assets Control (**“OFAC”**), including the regulations set out at 31 CFR Parts 501-598; (ii) the U.S. Department of Commerce, Bureau of Industry and Security, including the Export Administration Regulations (15 CFR Parts 730-774); (iii) the U.S. Department of State, Directorate of Defense Trade Controls, including the International Traffic in Arms Regulations (22 CFR Parts 120-130); (iv) the United Nations Security Council; (v) His Majesty’s Treasury of the United Kingdom, (vi) the European Union and Member States; or (vii) any other applicable Governmental Authority.

“Securities Act” means the Securities Act of 1933.

“Seller’s Knowledge” means the actual knowledge of the individuals listed on Schedule 1.1(e).

“Seller Labeled Tests” means all units of specimen collection kits that are included in the Finished Inventory and that contain any Retained Names and Marks.

“SneakPeek” means, collectively, the SneakPeek At-Home Early Gender Prediction Test and the SneakPeek Clinical Early Gender Test, as further described on Schedule 1.1(f).

“Specified Exceptions” means those items specified in Sections 8.1.1(a) through (e).

“Straddle Tax Period” means any taxable period that begins before and ends after the Closing Date.

“Tax” and **“Taxes”** means any and all national, federal, state, provincial, cantonal, territorial, municipal, U.S., non-U.S. or local taxes, levies, imposts, contributions, deficiencies, assessments, or similar charge in the nature of tax of any kind whatsoever, including business, capital, employer health, gains, intangible, inventory, net worth, abandoned or unclaimed property, escheat, production, imputed underpayment, rent, tariff, transfer gains, income, diverted profits, minimum, base erosion and anti-abuse minimum, gross receipts, employment, franchise, estimated, alternative minimum, add-on minimum, property, sales, use, gross margin, excise, severance, documentary, stamp, occupation, windfall profits, environmental, customs, duties, real property, personal property, capital stock, disability, unemployment, payroll, social security, value added, ad valorem, goods and services, transfer, recording, real property gains, registration, recapture, withholding, license, and other tax, including any interest, penalties and additions thereto, whether or not disputed.

“Tax Return” means any report, return, declaration, election, claim for refund, notice, form, schedule, supplement, appendix, exhibit or other information or statement required to be supplied to any Taxing Authority with respect to Taxes, including any amendment made with respect thereto.

“Taxing Authority” means any Governmental Authority administering, assessing, imposing or collecting any Tax, receiving any Tax Return, or exercising any other Tax regulatory authority.

“Territory” means worldwide.

“Test” means SneakPeek and each LDT Test.

“Test Labeling” means, with respect to a Test in the Territory, all labels and other written, printed or graphic matter upon a container, package or any package insert utilized exclusively with or for a Test in the Territory (but excluding any Intellectual Property Rights therein).

“**Third Party**” means any Person other than Seller, Buyer and their respective Affiliates and permitted successors and assigns.

“**Trademark Assignment Agreement**” means the Trademark Assignment Agreement to be entered into at Closing, substantially in the form attached as Exhibit F.

“**Trademark Rights**” means any trademark, trade dress, service mark, trade name, brand name, slogan, logo or other designation of origin, whether or not registered, and any registrations and applications for registration thereof, and all renewals thereof, together with all goodwill associated therewith.

“**Transaction Expenses**” means (a) any fees, costs and expenses payable to investment bankers, brokers, finders or similar agents, counsel, accountants or other advisors, or costs or expenses payable in connection with the release of all Encumbrances (other than Permitted Encumbrances) on the Purchased Assets, in each case in connection with the Transactions that are incurred by or on behalf of, or paid or to be paid directly by, Seller or any Person that Seller pays or reimburses or is otherwise legally obligated to pay or reimburse, (b) any payments, costs and expenses that arise under an Employee Benefit Plan, other than those payments, costs, or expenses related to Liabilities allocated to Buyer in Article 6, and (c) any other fees, costs and expenses incurred by Seller or its Affiliates in connection with the negotiation of this Agreement and the Ancillary Agreements and the consummation of the Transactions.

“**Transactions**” means the transactions contemplated by this Agreement and each of the Ancillary Agreements.

“**Transfer**” means, with respect to a Purchased Health Care Permit, as applicable, (a) a lawful assignment of such Purchased Health Care Permit to Buyer or its designated Affiliate; (b) the continuation, amendment or reissuance of such Purchased Health Care Permit in connection with a change of ownership, control, name, director, location or other status; (c) where applicable Law requires a new Health Care Permit, the issuance and effectiveness of a new or replacement Health Care Permit for Buyer or its applicable Affiliate; or (d) the withdrawal, surrender, termination, cancellation or lapse of such Purchased Health Care Permit as expressly contemplated by this Agreement, in each case in accordance with applicable Law and as recognized by the applicable Regulatory Authority; *provided*, that the use of the term “Transfer” does not imply that any Health Care Permit is assignable or that an LDT may be performed or reported by a different laboratory without satisfying applicable validation, verification and authorization requirements.

“**Transfer Taxes**” means all sales (including bulk sales), use, value-added, goods and services, documentary transfer, conveyance, recording, registration, stamp and similar transaction Taxes imposed solely as a result of the consummation of the Transactions; *provided, however*, that Transfer Taxes shall not include (i) Taxes imposed on or measured by the income, profits, gross receipts, net worth or capital of a Party or any of its Affiliates, (ii) franchise, property or ad valorem Taxes, including supplemental or escape assessments, other than documentary transfer Taxes expressly included above, (iii) Taxes attributable to a Pre-Closing

Tax Period, other than Taxes imposed on the transfer itself, (iv) filing, permit, consent, license or similar fees allocated under another provision of this Agreement, (v) Taxes arising from any pre-Closing contribution, transfer, restructuring or other action by or among Seller and its Affiliates, other than the transfers expressly occurring at the Closing pursuant to this Agreement, or (vi) interest or penalties attributable to a Party's breach of this Agreement or failure to timely file or pay any Tax for which such Party is responsible.

“**Transition Services Agreement**” means the Transition Services Agreement to be entered into at Closing, substantially in the form attached as Exhibit G.

“**WARN Act**” means the Worker Adjustment and Retraining Notification Act, 29 U.S.C. §§ 2101, *et seq.*, and any comparable state or local Law.

The terms set forth below shall have the meanings ascribed thereto in the referenced section (or Schedule, if applicable):

<u>Term</u>	<u>Section / Schedule</u>
Allocation	5.11.7(a)
Allocation Methodology	5.11.7(a)
Agreed Amount	8.2.1
Agreement	Preamble
Alternative Arrangement	2.2.2
Anti-Corruption Law	3.1.7(d)(i)
Assumed Liabilities	2.3.1
Business	Recitals
Buyer	Preamble
Buyer Related Parties	9.2.3(d)
Buyer Indemnitees	8.1.1
Buyer Severance Benefits	6.2.2
Buyer Welfare Benefit Plans	6.2.4
Buyer 401(k) Plan	6.2.3
Claim Notice	8.2.2(a)
Closing	2.5.1
Competing Business	5.19.1
Confidentiality Agreement	5.4.1
Continuation Period	6.2.1
Controlling Party	8.2.2(b)
Disclosure Schedules	3.1
Employees	6.1.1
End Date	9.1.2
Enforceability Exceptions	3.1.2
Environmental Laws	3.1.14(c)

Environmental Permits	3.1.14(c)
Estimated Closing Inventory Value	2.6.1
Exception Claim	8.2.2(c)
Excluded Liabilities	2.3.2
Existing Promotional Stock	5.12.1(b)
Final Purchase Price	2.6.4
Financial Information	3.1.15
Hazardous Substances	3.1.14(c)
Indemnification Certificate	8.2.1
Indemnified Party	8.2.1
Indemnifying Party	8.2.1
Independent Expert	2.6.3(b)
Insurance Policies	3.1.18
Inventory Statement	2.6.2
IT Assessment Report	4.8
IT Consultants	4.8
IT Systems	4.8
Leave Employees	6.1.2
Material Contracts	3.1.6(a)
Non-Controlling Party	8.2.2(b)
Notice	10.2.1
Notice of Objection	2.6.3(a)
Objection Notice	8.2.1
Objection Period	2.6.3(a)
Offer Employees	6.1.2
Party(ies)	Preamble
Pre-Closing Period	4.1.1
Patent License Amendment	4.7
Purchased Assets	2.1.1
Purchased Contracts	2.1.1(b)
Purchased Facility Authorizations	2.1.1(c)
Purchased Health Care Permits	2.1.1(d)
Purchased Intellectual Property	2.1.1(a)
Purchased Inventory	2.1.1(f)
Purchased IT Assets	2.1.1(g)
Purchased Tangible Assets	2.1.1(h)
Quality Standards	5.12.2(b)
R&W Binder	3.2.8
R&W Insurer	3.2.8
R&W Policy	3.2.8
Registered IP	3.1.11(a)

Regulatory Transition Plan	5.7.1
Release	3.1.14(c)
Resolution Period	2.6.3(b)
Retained Names and Marks	5.12.1(a)
Retention Agreements	6.3.2
Retention Program	6.3.2
Reverse Termination Fee	9.2.3(a)
Seller	Preamble
Seller 401(k) Plan	6.2.3
Seller Guarantees	5.15
Seller Indemnitees	8.1.2
Seller Related Parties	9.2.3(c)
Seller’s Collection Fees and Expenses	9.2.3(b)
Shared Contract	2.2.3
Specified Remediation Items	4.8
Taxable Purchase Price	5.11.7(a)
Tenant Lease	3.1.10(b)
Third Party Claim	8.2.2(a)
Transferred Employee	6.1.2
Willful Breach	9.2.2(a)

1.2 Construction. Except where the context otherwise requires, wherever used, the singular includes the plural, the plural the singular, the use of any gender shall be applicable to all genders and the word “or” is used in the inclusive sense (and/or). The captions of this Agreement, the Schedules and the Disclosure Schedules are for convenience of reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained in this Agreement. The terms “including” and “include” and variations thereof shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words “without limitation.” The language of this Agreement shall be deemed to be the language mutually chosen by the Parties and no rule of strict construction shall be applied against any Party. References to days shall be deemed to refer to calendar days, unless otherwise specified. The contents of the Schedules, Exhibits and Disclosure Schedules form an integral part of this Agreement and shall have as full effect as if they were incorporated in the body of this Agreement and any reference to “this Agreement” shall be deemed to include the Schedules, Exhibits and Disclosure Schedules. Any term used in any Schedule or the Disclosure Schedules, or in any Exhibit but not otherwise defined therein, shall have the meaning assigned to such term in this Agreement, if any. No prior draft of this Agreement nor any course of performance or course of dealing will be used in the interpretation or construction hereof. Unless otherwise specified or where the context otherwise requires, (a) references in this Agreement to any Article, Section, Schedule or Exhibit are references to such Article, Section, Schedule or Exhibit of this Agreement; (b) references in any Section to any clause are references to such clause of such Section unless otherwise specified; (c) “hereof,” “hereto,” “hereby,” “herein” and

“hereunder” and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement; (d) references to a Person are also to its permitted successors and assigns; (e) references to a Law include any amendment or modification to such Law and any rules, regulations or legally binding guidelines issued thereunder, in each case, as in effect at the relevant time of reference thereto; (f) references to any agreement, instrument or other document in this Agreement refer to such agreement, instrument or other document as originally executed or, if subsequently amended, replaced or supplemented from time to time, as so amended, replaced or supplemented and in effect at the relevant time of reference thereto; (g) “extent” in the phrase “to the extent” means the degree to which a subject or other thing extends, and such phrase does not mean simply “if”; and (h) references to dollars, or to \$, are expressed in the currency of the United States.

ARTICLE 2 PURCHASE AND SALE; LIABILITIES

2.1 Purchase and Sale.

2.1.1 Purchase and Sale of Purchased Assets. Upon the terms and subject to the conditions of this Agreement, at and effective as of the Closing, Seller shall, or shall cause its applicable Affiliates to, sell, transfer, convey, assign and, subject to Section 2.5.2(a)(iii) and Section 5.7, deliver to Buyer, and Buyer shall purchase and, subject to Section 2.5.2(a)(iii) and Section 5.7, accept from Seller or its applicable Affiliates, free and clear of any Encumbrances, other than Permitted Encumbrances, all of Seller’s or its applicable Affiliate’s rights, title and interests in, to and under the following, in each case as they exist at the time of the Closing (collectively, the “**Purchased Assets**”):

(a) the (i) Patent Rights owned by Seller or any of its Affiliates that are exclusively used or held for use exclusively in connection with the Business, including those listed on Schedule 2.1.1(a)(i), (ii) Trademark Rights owned by Seller or any of its Affiliates that are exclusively used or held for use exclusively in connection with the Business, including those listed on Schedule 2.1.1(a)(ii), (iii) copyrights, copyright registrations and works of authorship owned by Seller or any of its Affiliates that are exclusively used or held for use exclusively in connection with the Business, (iv) domain names, websites, social media accounts and handles owned by Seller or any of its Affiliates that are exclusively used or held for use exclusively in connection with the Business, including those listed on Schedule 2.1.1(a)(iv), (v) Purchased Know-How, and (vi) other material unregistered Intellectual Property Rights listed on Schedule 2.1.1(a)(vi) (all of the foregoing in this Section 2.1.1(a), collectively, the “**Purchased Intellectual Property**”), including all claims, counterclaims, causes of action, choses in action, rights of recovery, and rights of set-off of any kind (including all damages and payments for past, present and future infringements and other violations of Purchased Intellectual Property, the right to sue and recover for past infringements and other violations of Purchased Intellectual Property, and any and all corresponding rights that have been, now or hereafter may be secured throughout the world with respect to any Purchased Intellectual Property);

(b) the (i) Contracts set forth on Schedule 2.1.1(b), as such Schedule may be updated by Buyer not less than five Business Days prior to the Closing Date to contain any Contracts that are exclusively related to the Business and either (A) entered into by Seller or any of its Affiliates during the Pre-Closing Period or (B) discovered by the Parties after the date of this Agreement but were not made available to Buyer prior to the date of this Agreement (the “**Purchased Contracts**”) and (ii) Shared Contracts to be assigned to Buyer in accordance with Section 2.2.3, but, in each case, excluding any Pre-Closing Accounts Receivable with respect thereto;

(c) the (i) Leased Real Properties and (ii) to the extent transferable, Authorizations (other than Health Care Permits) issued or granted to Seller or its applicable Affiliates for the current operation of the Business at the Leased Real Properties (the “**Purchased Facility Authorizations**”);

(d) to the extent transferable or assignable, the Health Care Permits set forth on Schedule 2.1.1(d); *provided* that any Health Care Permit newly issued to Buyer or any of its Affiliates shall be owned by such Person and shall not be a Purchased Asset (the “**Purchased Health Care Permits**”);

(e) the Purchased Regulatory Documentation and Purchased Records;

(f) with respect to each Test, the Inventory (the “**Purchased Inventory**”);

(g) the information technology assets, in each case, that are owned or leased by Seller or any of its Affiliates and exclusively used or held for use exclusively in connection with the Business, but excluding Seller’s and its Affiliates’ enterprise systems, shared systems and infrastructure and nontransferable Third Party software, services and accounts (collectively, the “**Purchased IT Assets**”);

(h) except for the Purchased Inventory, the Purchased IT Assets and the Excluded Equipment, the (i) specimens, reference materials, genetic materials and other biological materials and (ii) laboratory equipment, instruments, tools, supplies, machinery, furniture, furnishings and other tangible personal property, in each case, that are owned or leased by Seller or any of its Affiliates and exclusively used or held for use exclusively in connection with the Business (all of the foregoing in this Section 2.1.1(h), collectively, the “**Purchased Tangible Assets**”);

(i) all credits, prepaid expenses, advance payments, security deposits, escrows and other prepaid items exclusively used or held for use exclusively in connection with the Business, in each case, to the extent paid to a Third Party; and

(j) all other assets specifically listed on Schedule 2.1.1(j).

2.1.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement (including Section 2.1), neither Buyer nor any of its Affiliates shall acquire, pursuant

to this Agreement or any Ancillary Agreement, the Excluded Assets, and the Purchased Assets shall not include, and Seller and its Affiliates shall retain following the Closing Date, the Excluded Assets.

2.1.3 Acknowledgment. Subject to Section 5.4, Seller and its Affiliates shall have the right, on behalf of themselves and their licensees, sublicensees, licensors, sublicensors, manufacturers and distributors, to (a) retain copies of the documents, materials and data relating to the conduct of the Business prior to the Closing Date, in each case, as shall be reasonably required to enable them to complete their legal, regulatory, stock exchange, Tax and financial reporting requirements and for any other reasonable business purpose, including in respect of Litigation and insurance matters, and (b) prior to delivering or making available any Purchased Asset to Buyer (including with respect to any Shared Contract to be assigned to Buyer in accordance with Section 2.2.3) in accordance with Section 2.1.1 and Section 2.5, redact, segregate or withhold from such Purchased Asset any information or data to the extent that (i) such information does not exclusively relate to the Business, (ii) such information relates to any LDT or product other than the Tests or (iii) such information constitutes any Excluded Communications; *provided* that Seller shall not entirely withhold information related to a Purchased Asset to the extent the applicable information can reasonably be redacted or segregated. Notwithstanding anything to the contrary contained in this Agreement, (x) the inclusion of a single asset within the scope of more than one clause of Section 2.1.1 does not imply that such asset must be conveyed to Buyer more than once and (y) the transfer of the Purchased Health Care Permits shall be subject to Section 2.1.5 and Section 5.7. For the avoidance of doubt, the inclusion or delivery of any books, records, files, databases, documents, reports, plans, manuals or other materials in the Purchased Records or the Purchased Regulatory Documentation does not convey any Intellectual Property Rights therein or related thereto except to the extent such Intellectual Property Rights constitute Purchased Intellectual Property.

2.1.4 License of Rights. Notwithstanding anything to the contrary in this Agreement or any Ancillary Agreement, Buyer hereby grants to Seller, its Affiliates, and their applicable licensees, sublicensees, licensors and sublicensors, effective from and after the Closing Date, a worldwide, non-exclusive, royalty-free and non-transferable license and right of reference (with a right to grant sublicenses and further rights of reference through multiple tiers) under the Purchased Assets, in each case, solely to the extent necessary for Seller and its Affiliates to perform, and solely for the purpose of performing, its and their respective obligations under this Agreement. Except as expressly granted herein or in any Ancillary Agreement, Buyer grants no other right or license of any kind to any assets or rights, including any Intellectual Property Rights, to Seller or its Affiliates.

2.1.5 Purchased Health Care Permit Withdrawals. From the date of this Agreement until the expiration or termination of the Transition Services Agreement in accordance with its terms, Seller and its applicable Affiliates shall not terminate, withdraw, cancel, surrender, or allow to lapse any Purchased Health Care Permit or other Health Care Permit material to the Business except (a) at Buyer's written request and in accordance with the Regulatory Transition Plan or (b) after such Health Care Permit is no longer reasonably required for Seller's performance of any Ancillary Agreement (in which case, to the extent permissible,

Seller shall provide Buyer at least 30 days' prior written notice thereof), in each case subject to applicable Law.

2.2 Consents to Certain Assignments; Shared Contracts.

2.2.1 Notwithstanding anything to the contrary in this Agreement or any Ancillary Agreement, this Agreement shall not, nor shall any Ancillary Agreement, constitute an agreement to sell, transfer, convey, assign or deliver, directly or indirectly, any Purchased Asset (including any Contract), or any right or benefit arising thereunder, if an attempted direct or indirect sale, transfer, assignment or delivery thereof, without the Consent of a Third Party (including a Governmental Authority), would constitute a breach, default, violation or other contravention of the rights of such Third Party, would be ineffective with respect to any party to a Contract concerning such Purchased Asset or would in any way adversely affect the rights of Seller or its Affiliates or, upon transfer, Buyer or its Affiliates, under such Purchased Asset. Buyer agrees that none of Seller or any of its Affiliates shall have any liability whatsoever to Buyer arising out of or relating to the failure to obtain any such Consent, *provided* that Seller has complied with its obligations under this Section 2.2.1 and Section 2.2.2, and no representation, warranty or covenant of Seller herein shall be breached or deemed breached, and no condition (except, to the extent applicable, the condition set forth in Section 7.1.3) shall be deemed not satisfied, as a result of such failure or any Litigation or investigation commenced or threatened by or on behalf of any Person arising out of or relating to the failure to obtain any such Consent.

2.2.2 Prior to the Closing, Seller shall, and shall cause its applicable Affiliates to, use commercially reasonable efforts to obtain each Consent required for the sale, assignment, conveyance, transfer or delivery to Buyer of any Purchased Asset, and Buyer shall reasonably cooperate with Seller, at Seller's reasonable request, in connection therewith. If, despite Seller's commercially reasonable efforts, any such Consent is not obtained prior to the Closing, subject to satisfaction of the conditions to Closing set forth in Article 7, the Closing shall nonetheless take place on the terms set forth herein and, thereafter, Buyer, and, for a period of up to six months following the Closing Date, Seller, shall use their commercially reasonable efforts to secure such Consent as promptly as practicable after the Closing (with each Party being responsible for its own out-of-pocket expenses) in any lawful and commercially reasonable arrangement reasonably proposed by Buyer under which (a) Buyer shall obtain (without infringing upon the legal rights of such Third Party or violating any Law) the economic rights and benefits under the Purchased Asset with respect to which the Consent has not been obtained, and (b) Buyer shall assume any related economic liability or burden (including any reasonable and documented incremental Taxes actually incurred by Seller or any of its Affiliates directly and solely resulting from such arrangement) with respect to such Purchased Asset (any such arrangement, an "**Alternative Arrangement**"). Following the Closing, once a required Consent for the sale, assignment, conveyance, assumption, transfer and delivery of a Purchased Asset is obtained, Seller will promptly transfer such Purchased Asset to Buyer at no additional cost to Buyer in accordance with the terms of this Agreement. Following the Closing, until such Consent is obtained, Buyer will, and will cause each of its Affiliates to, use commercially reasonable efforts to cooperate with Seller and its Affiliates to enable them to comply with the terms of any Contract that would

have constituted a Purchased Asset except for the failure to receive a required Consent to such transfer or assignment.

2.2.3 Within 30 days following the date hereof, Seller shall (x) identify to Buyer each Contract to which Seller or any of its Affiliates is a party that is material to, but not exclusively used in, the Business (each such Contract, together with each Contract that is listed on Schedule 2.2.3, a “**Shared Contract**”), and (y) make available to Buyer all Shared Contracts that will be assigned to Buyer in accordance with this Section 2.2.3. Seller shall update Schedule 2.2.3 not less than three Business Days prior to the Closing Date to reflect all Shared Contracts so identified and the Parties shall cooperate in good faith to determine the treatment of each Shared Contract, provided that Seller shall have the ultimate right to determine, in its reasonable discretion, whether each such Shared Contract will be (a) assigned to Buyer at the Closing, (b) retained by Seller or its applicable Affiliate following the Closing (with no further obligation of Seller or its Affiliates to Buyer with respect to such Shared Contract from and after the Closing, except as may be provided otherwise in any Ancillary Agreement) or (c) otherwise addressed in accordance with this Section 2.2.3. Seller shall use its commercially reasonable efforts, prior to the Closing and for a period of no longer than six months following the Closing, to cause each Shared Contract (other than any Shared Contract referred to in the immediately preceding clause (a) or (b)) to be appropriately amended and new Contracts entered into prior to, on or after the Closing Date so that Buyer shall be entitled to the economic rights and benefits, and shall be responsible for any related economic burden, relating to the Business thereunder and Seller or its applicable Affiliate shall be entitled to the economic rights and benefits, and shall be responsible for any related economic burden, relating to the balance of the subject matter of such Shared Contract. If any such Shared Contract cannot be so amended (and new Contracts cannot be entered into) within such period, or if either of the foregoing would impair the benefits that either Buyer or Seller would expect to derive from such amended Shared Contract, then the Parties shall cooperate with each other to obtain for Buyer an arrangement to provide Buyer with the benefits of such Shared Contract in some other manner, including Seller’s entering into such lawful arrangements with Buyer to place Buyer in substantially the same economic and Liability position as if such amendments and new Contracts were entered into in accordance with the foregoing. The obligations of Seller pursuant to this Section 2.2.3 shall not extend beyond the remaining term of the applicable Shared Contract as of the Closing Date.

2.2.4 Nothing in this Section 2.2 shall require Seller or its Affiliates to make any payment (except to the extent advanced, assumed or agreed in advance to be reimbursed by Buyer), incur any obligation or grant any concession in order to effect any transaction contemplated by this Section 2.2. This Section 2.2 shall not apply to the Transfer of any Purchased Health Care Permits, as to which Section 5.7 shall control.

2.3 Liabilities.

2.3.1 Assumed Liabilities. Upon the terms and subject to the conditions of this Agreement, at the Closing, Seller or its applicable Affiliates shall assign and Buyer or its applicable Affiliates shall assume and agree to pay, perform and discharge when due any and all Liabilities solely to the extent arising out of, relating to or otherwise in respect of the Business,

or the ownership, use, sale or license of the Purchased Assets, on or after the Closing Date, including (a) all Liabilities for (i) customer complaints, quality or performance issues, corrective actions or product withdrawals to the extent relating to any Test reported on or after the Closing Date, or (ii) the discontinuation of the offering, performance, distribution or sale of any Test in the Territory on or after the Closing Date; (b) all Liabilities under any Purchased Contract or any Shared Contract to be assigned to Buyer in accordance with Section 2.2.3, other than to the extent that such Liabilities arise from or relate to any failure to perform, breach, default or violation by Seller or any of its Affiliates of any provision of any such Purchased Contract or Shared Contract; (c) all Liabilities arising out of any improvements included as part of the Leased Real Properties, any latent or patent construction defects or physical condition of the Leased Real Properties or the Leased Real Properties' non-compliance with any Laws (including Environmental Laws), or otherwise regarding the Leased Real Properties or the occupancy, operation, use, lease or license thereof, in each case, solely to the extent such Liabilities (i) arise out of acts or omissions of Buyer or its Affiliates on or after the Closing Date (including, to the extent resulting from any exacerbation by Buyer or its Affiliates of a condition, event or circumstance existing as of the Closing Date) or conditions, events or circumstances first arising or occurring on or after the Closing Date and (ii) are the responsibility of the tenant under the applicable Tenant Lease; (d) all Liabilities (i) arising as a result of any Buyer Tax Act, (ii) for any Transfer Taxes allocated to Buyer pursuant to Section 5.11.1 and (iii) for Taxes, other than Excluded Taxes, arising out of, relating to or in respect of the Business or the Purchased Assets for a taxable period beginning after the Closing Date; and (e) all Liabilities assumed by Buyer pursuant to Article 6 (all of the foregoing in this Section 2.3.1, collectively, the “**Assumed Liabilities**”).

2.3.2 Excluded Liabilities. Other than the Assumed Liabilities, Buyer and its Affiliates shall not be responsible to pay, perform, discharge, or assume, and none of the Purchased Assets shall be or become liable for or subject to, any Liabilities of Seller or any of its Affiliates, including any Liabilities solely to the extent arising out of, relating to or otherwise in respect of the Business, or the ownership, use, sale or license of the Purchased Assets, prior to the Closing Date (the “**Excluded Liabilities**”).

2.3.3 Allocation of Liabilities. For clarity, any Liability resulting from a course of conduct, business practice, condition, circumstance, act, omission or state of facts that existed or commenced prior to the Closing Date and continues thereafter shall be allocated such that Seller shall be responsible only for the portion of such Liability attributable to the period prior to the Closing Date and Buyer shall be responsible for the portion of such Liability attributable to the period from and after the Closing Date, with no duplication or overlap of responsibility between Seller and Buyer.

2.4 Consideration. Upon the terms and subject to the conditions of this Agreement, in consideration of the conveyances contemplated under Section 2.1 and the licenses granted to Buyer pursuant to the Patent License Agreement, respectively, Buyer shall (a) pay to Seller on the Closing Date the Purchase Price and (b) assume the Assumed Liabilities pursuant to Section 2.3.

2.5 Closing.

2.5.1 Closing. Upon the terms and subject to the conditions of this Agreement, the closing of the Transactions (the “**Closing**”) shall take place on the date that is either (a) five Business Days or (b) solely if the circumstances set forth on Schedule 2.5.1 occur, 90 days, in each case, following the date on which there first occurs the satisfaction of all conditions (other than those that by their terms are to be satisfied or taken at the Closing, but subject to the satisfaction of all such conditions) set forth in Article 7 (or, to the extent permitted by applicable Law, waived by the Party entitled to the benefits thereof), or such other time as Buyer and Seller may mutually agree. The Closing shall take place via the electronic exchange of executed agreements and documents and other deliverables on the Closing Date or in such other manner as Seller and Buyer mutually agree. The Closing shall be deemed to have occurred at 12:00 a.m., Pacific Time, on the Closing Date.

2.5.2 Closing Deliveries.

(a) At the Closing, Seller shall, and shall cause its Affiliates to (as applicable), deliver or cause to be delivered the following to Buyer:

(i) duly executed counterparts to (A) each of the Ancillary Agreements to which Seller or any of its Affiliates is a party and (B) the Patent License Amendment;

(ii) a certificate, executed by an officer of Seller and dated the Closing Date, confirming on behalf of Seller that the conditions set forth in Sections 7.2.1 and 7.2.2 have been satisfied;

(iii) the tangible Purchased Assets; *provided*, that (A) with respect to certain Purchased Assets, delivery shall, unless the Parties otherwise mutually agree, be in accordance with Schedule 2.5.2(a)(iii), or as otherwise set forth in any applicable Ancillary Agreement, (B) with respect to the Purchased Regulatory Documentation and Purchased Records, Seller may, in its sole discretion, deliver electronic versions or physical copies, and (C) Seller and its Affiliates may retain copies of the Purchased Regulatory Documentation and the Purchased Records (and, for the avoidance of doubt, prior to delivering or making available any files, documents, instruments, papers, books and records containing Purchased Records or constituting Purchased Regulatory Documentation, to Buyer, Seller and its Affiliates shall be entitled to redact, segregate or withhold from such files, documents, instruments, papers, books and records any information to the extent that it does not relate to the Business or to the extent that it relates to any LDT or product other than the Tests or otherwise constitutes Excluded Communications); *provided further* that any such copies of the Purchased Regulatory

Documentation and the Purchased Records retained by Seller (excluding the information entitled to be redacted, segregated or withheld and Excluded Communications) shall be considered Confidential Information of Buyer and subject to Section 5.4;

(iv) a certificate of good standing of Seller from the Office of the Secretary of State of the State of Delaware, which certificate shall be dated within 10 days of the Closing Date;

(v) all instruments and documents necessary to evidence the release of all Encumbrances (other than Permitted Encumbrances, except for Encumbrances set forth in subsection (j) of the definition of Permitted Encumbrances to be released on or immediately prior to the Closing Date) on the Purchased Assets, including any appropriate UCC financing statements, amendments, or terminations; and

(vi) a duly executed and valid IRS Form W-9 of Seller.

(b) At the Closing, Buyer shall deliver the following to Seller:

(i) payment, by wire transfer of immediately available funds to the account(s) set forth on Schedule 2.5.2(b)(i), of an amount equal to (A) the Purchase Price *plus* or *minus* (B) any proration amounts paid pursuant to Section 2.7;

(ii) duly executed counterparts to each of the Ancillary Agreements to which Buyer or any of its Affiliates is a party;

(iii) a certificate, executed by an officer of Buyer and dated the Closing Date, confirming on behalf of Buyer that the conditions set forth in Sections 7.3.1 and 7.3.2 have been satisfied; and

(iv) the R&W Policy bound and effective as of the Closing Date.

2.6 Purchase Price Adjustment.

2.6.1 Estimated Inventory Statement. At least three and not more than five Business Days prior to the Closing Date, Seller shall cause to be prepared and delivered to Buyer a statement calculating in reasonable detail Seller's good faith estimate of the Closing Inventory Value (the "**Estimated Closing Inventory Value**").

2.6.2 Inventory Statement. Within 90 days after the Closing Date, Buyer shall cause to be prepared and delivered to Seller a statement (the "**Inventory Statement**") calculating in reasonable detail the actual Closing Inventory Value.

2.6.3 Objections; Resolutions of Disputes.

(a) Unless Seller notifies Buyer in writing within 30 days after Buyer's delivery of the Inventory Statement (such 30-day period, the "**Objection Period**") of

any good faith objection to the computation of the Closing Inventory Value set forth therein (a “**Notice of Objection**”), the Inventory Statement shall become final and binding. Following the delivery of the Inventory Statement and for purposes of Seller’s review of the Inventory Statement and preparation of any Notice of Objection, Buyer shall permit Seller and its Representatives to review the relevant working papers of Buyer relating to the Inventory Statement. Any Notice of Objection shall specify in reasonable detail each item that Seller disputes, the amount in dispute for each such dispute, a description in reasonable detail of the basis for the objections set forth therein and include reasonable supporting documentation. Seller and Buyer acknowledge that the sole purpose of the determination of the Closing Inventory Value is to adjust the Purchase Price so as to reflect the difference between Closing Inventory Value and the Estimated Closing Inventory Value, and that in order to do so the Closing Inventory Value and the Estimated Closing Inventory Value need to be calculated in the same manner, without regard to any changes in GAAP that become effective following Seller’s calculation of the Estimated Closing Inventory Value.

(b) If Seller provides the Notice of Objection to Buyer within the Objection Period, Seller and Buyer shall, during the 30-day period following Buyer’s receipt of the Notice of Objection (such 30-day period, the “**Resolution Period**”), attempt in good faith to resolve Seller’s objections. During the Resolution Period, Buyer and its Representatives shall be permitted to review the relevant working papers of Seller and its accountants relating to the Notice of Objection and the basis therefor. If Seller and Buyer reach agreement with respect to any of Seller’s objections, such agreement shall be reduced to writing and shall be final and binding on the Parties. If Seller and Buyer are unable to resolve all such objections within the Resolution Period, the matters remaining in dispute shall be submitted to PricewaterhouseCoopers (or, if such firm is unwilling or unable to serve, an independent nationally recognized accounting firm of independent certified public accountants, jointly determined by Buyer and Seller) (the “**Independent Expert**”). The Independent Expert shall be engaged pursuant to an engagement letter among Seller, Buyer and the Independent Expert on terms and conditions consistent with this Section 2.6. The Independent Expert shall be instructed, pursuant to such engagement letter, to resolve only those matters set forth in the Notice of Objection remaining in dispute and not to otherwise investigate any matter independently. Seller and Buyer each agree to furnish to the Independent Expert access to such individuals and such information, books and records as may be reasonably required by the Independent Expert to make its final determination (any such information, books and records shall be provided to the other Party prior to its submission or presentation to the Independent Expert). Seller and Buyer shall also instruct the Independent Expert to render its reasoned written decision as promptly as practicable but in no event later than 30 days from the date that the unresolved objections are submitted to the Independent Expert for review. With respect to each disputed line item, such decision, if not in accordance with the position of either Seller or Buyer, shall not be in excess of the higher, nor less than the lower, of the amounts advocated by Buyer in the Inventory Statement or Seller in the Notice of Objection with respect to such disputed line item. Except as Seller and Buyer may otherwise agree, all communications between Seller and Buyer or any of their respective Representatives, on the one hand, and the Independent Expert, on the other hand, shall be in writing with copies simultaneously delivered to the non-communicating Party. The resolution of disputed items by the Independent Expert

shall be final and binding on the Parties (absent manifest error). All fees and expenses of the Independent Expert shall be borne on a proportionate basis by Buyer, on the one hand, and Seller, on the other hand, based on the percentage which the portion of the contested amount not awarded in favor of each such Party bears to the amount actually contested by such Party. By way of illustration, if Buyer's calculations would have resulted in a \$1,000,000 net payment to Buyer, and Seller's calculations would have resulted in a \$1,000,000 net payment to Seller and the Independent Expert's final determination as adopted pursuant to this Section 2.6 results in an aggregate net payment of \$500,000 to Seller, then Buyer and Seller shall pay 75% and 25%, respectively, of such fees and expenses.

2.6.4 Adjustment Payment. The Purchase Price shall be either increased by the amount by which the Closing Inventory Value is in excess of the Estimated Closing Inventory Value or decreased by the amount by which the Closing Inventory Value is less than the Estimated Closing Inventory Value (the Purchase Price as so increased or decreased being hereinafter called the "**Final Purchase Price**"), as set forth herein. Within five Business Days after the Closing Inventory Value has been finally determined in accordance with Section 2.6.3, (a) if the Final Purchase Price is greater than the Purchase Price, Buyer shall pay to Seller such excess, and (b) if the Final Purchase Price is less than the Purchase Price, Seller shall pay to Buyer such shortfall. Any payment hereunder shall be made by wire transfer of immediately available funds to an account designated in writing by Buyer or Seller, as the case may be (such designation to be made at least two Business Days prior to the date on which such payment is due). Any payment made pursuant to this Section 2.6 shall be treated as an adjustment to the Final Purchase Price for all Tax purposes to the extent permitted under applicable Law, unless a final determination of a Taxing Authority provides otherwise.

2.6.5 Access to Buyer's Books and Records. Following the delivery of the Inventory Statement and until the date the Inventory Statement has become final and binding pursuant to Section 2.6.3, and without limitation of the provisions of Section 5.5.1, Buyer agrees that it shall (a) provide or cause to be provided to Seller and its Representatives access upon reasonable notice during normal business hours to the properties, books, records, inventory records, and personnel of Buyer and its Affiliates solely to the extent reasonably necessary to review or resolve the Closing Inventory Value and Buyer's and its accountants' work papers relevant to the preparation of the Inventory Statement and the adjustments contemplated by this Section 2.6, (b) provide Seller, upon Seller's request, with copies of any such books, records and work papers and (c) cause its personnel to reasonably cooperate with Seller and respond to Seller's reasonable requests for information promptly with respect thereto. The auditors and independent accountants of Buyer and its Affiliates shall not be obligated to make any work papers available to any Person under this Section 2.6 unless and until such Person has signed a customary confidentiality and hold harmless agreement relating to such access to work papers in form and substance reasonably acceptable to such auditors or independent accountants.

2.7 Facility Prorations.

2.7.1 The following shall be apportioned with respect to the Leased Real Properties as of 12:00 a.m., Pacific Time, on the Closing Date, as if Buyer were tenant under the

applicable lease agreement during the entire day upon which the Closing Date occurs: (i) the monthly base rent and Taxes for the month in which the Closing Date occurs; (ii) utility charges owed by tenant under the applicable lease agreement for the month in which the Closing Date occurs; and (iii) any other amounts paid monthly by tenant under the applicable lease agreement and owed by tenant under the applicable lease agreement for the month in which the Closing Date occurs.

2.7.2 Notwithstanding anything contained in Section 2.7.1, (a) Seller shall receive the entire advantage of any discounts for the prepayment by it of any Taxes, water rates or sewer rents, and (b) as to gas, electricity and other utility charges referred to in Section 2.7.1(ii), Seller may elect to pay one or more of all of such items accrued to date immediately prior to the Closing Date directly to the Person entitled thereto, and to the extent that Seller so elects, such item shall not be apportioned at the Closing, and Seller's obligation to pay such item directly in such case shall survive the Closing.

2.8 Withholding. Buyer shall be entitled to deduct and withhold from any consideration or amounts otherwise payable to any Person pursuant to this Agreement such amounts as it is required to deduct and withhold with respect to the making of such payment under the Code or any provision of applicable Law; *provided* that Buyer shall use commercially reasonable efforts to (a) provide Seller with written notice of any intended withholding prior to the applicable payment date and (b) cooperate with Seller to obtain any available reduction of, or exemption from, such withholding, including by accepting any applicable Tax forms or certificates provided by Seller. To the extent any amounts are so deducted or withheld in accordance with the foregoing, such amounts shall be (i) timely remitted in full to the applicable Taxing Authority and (ii) treated for all purposes of this Agreement as having been paid to the applicable Person in respect of which such deduction and withholding was made.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Seller. Except as set forth in the disclosure schedules of Seller (the "**Disclosure Schedules**"), Seller represents and warrants to Buyer as follows.

3.1.1 Corporate Status. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Each of Seller and its applicable Affiliates that owns any Purchased Asset or is engaged in the conduct of the Business is duly qualified or licensed as a foreign corporation or foreign limited liability company, as applicable, to do business, and is in good standing (where such concept is recognized under applicable Law), in each jurisdiction where the ownership of the Purchased Assets or the conduct of the Business as currently conducted makes such qualification or licensing necessary, except to the extent the failure to be so qualified or licensed and in good standing would not have a Material Adverse Effect. Each of Seller and its applicable Affiliates has the requisite corporate or other entity power and authority to enable it to own, lease or otherwise hold the Purchased Assets owned, leased or otherwise held by it and to carry on the Business as currently conducted.

3.1.2 Authority. Seller has the requisite corporate or other entity power and authority to execute and deliver this Agreement and the Ancillary Agreements to which it will be a party, to perform its obligations hereunder and thereunder and to consummate the Transactions. As of the Closing, each Affiliate of Seller, as applicable, will have the requisite corporate or other entity power and authority to execute and deliver the Ancillary Agreements to which it will be a party and to consummate the Transactions contemplated to be consummated by it by such Ancillary Agreements. The execution and delivery of this Agreement and the Ancillary Agreements to which Seller is or will be a party and the consummation by Seller of the Transactions have been duly authorized by all necessary corporate or other entity actions of Seller. As of the Closing, each Affiliate of Seller, as applicable, will have taken all corporate or other entity actions required by its organizational documents and applicable Law to authorize the execution and delivery of the Ancillary Agreements to which it will be a party and to authorize the consummation of the Transactions contemplated to be consummated by it by such Ancillary Agreements. Seller has duly executed and delivered this Agreement and, as of the applicable time required by this Agreement, will have executed and delivered each Ancillary Agreement to which it will be a party, and this Agreement and each Ancillary Agreement to which it is or will be a party (assuming the due authorization, execution and delivery thereof by each other party thereto) constitutes or, upon the execution and delivery thereof by Seller, as applicable, will constitute its valid and legally binding obligation, enforceable against it in accordance with their respective terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or similar Laws of general application affecting or relating to the enforcement of creditors' rights generally, and subject to equitable principles of general applicability, whether considered in a proceeding at law or in equity (collectively, the "**Enforceability Exceptions**"). As of the applicable time required by this Agreement, each Affiliate of Seller, as applicable, will have executed and delivered each Ancillary Agreement to which it will be a party, and each Ancillary Agreement (assuming the due authorization, execution and delivery thereof by each other party thereto), upon the execution and delivery thereof by such Affiliate, will constitute the valid and legally binding obligation of such Affiliate, enforceable against such Affiliate in accordance with their respective terms, subject to the Enforceability Exceptions.

3.1.3 Non-Contravention and Approvals.

(a) The execution, delivery and performance by Seller of this Agreement, and the execution, delivery and performance by Seller and each of its applicable Affiliates of each Ancillary Agreement to which it will be a party, do not (i) violate the organizational documents of Seller or any such Affiliate, as applicable, (ii) subject to obtaining the Consents, making the filings and giving the notices referred to in Section 3.1.3(b), violate any Law applicable to Seller or any such Affiliate, the Business or the Purchased Assets, or (iii) subject to obtaining the Consents, making the filings and giving the notices referred to in Section 3.1.3(a)(iii) of the Disclosure Schedules or in Section 3.1.3(b), (A) violate, breach or constitute a default under, or result in the termination of, or give rise to a right of termination, cancellation or acceleration of any right or obligation under, any Material Contract, (B) violate any Judgment of a Governmental Authority in the Territory to which Seller or any such Affiliate is subject to the extent relating to the Business, or (C) result in the imposition or creation of any Encumbrance other than a Permitted Encumbrance on any Purchased Asset or the Business,

except, in the case of (ii), (iii)(A) and (iii)(B), for such violations, breaches, defaults, accelerations, cancellations or terminations that would not reasonably be expected to be material to the Business, taken as a whole.

(b) Except for (i) if required, compliance with and filings or notifications required under any applicable Antitrust Law and the expiration or termination of the applicable review or waiting periods thereunder, (ii) Authorizations that if not received, or declarations, filings or registrations that if not made, would not be material, (iii) Authorizations, declarations, filings or registrations that have become applicable solely as a result of the specific regulatory status of Buyer or its Affiliates and (iv) items disclosed in Section 3.1.3(b) of the Disclosure Schedules, no notice to, filing with or Authorization of any Governmental Authority in the Territory is required for Seller and its applicable Affiliates to consummate the Transactions.

3.1.4 No Litigation. Except as would not reasonably be expected to be material to the Business, taken as a whole, there is no (a) pending, or, to Seller's Knowledge, threatened in writing, Litigation against Seller or its Affiliates or the directors, officers or employees of Seller or its Affiliates (solely in their capacities as such), in each case, with respect to or relating to the Business or any of the Purchased Assets, or (b) outstanding or, to Seller's Knowledge, threatened in writing, Judgment imposed upon Seller or its Affiliates with respect to or relating to the Business or any of the Purchased Assets. As of the date of this Agreement, there is no Litigation pending, or, to Seller's Knowledge, threatened in writing, against Seller or any of its Affiliates seeking to prevent, hinder, modify, delay or challenge the Transactions.

3.1.5 Title to and Sufficiency of Assets.

(a) Seller and its Affiliates collectively own and have good and valid title to, or valid contract rights, or other rights to use, as applicable, the Purchased Assets (other than (i) the Leased Real Properties, which are the subject of Section 3.1.10(a), and (ii) Intellectual Property Rights, which are the subject of Section 3.1.11), free and clear of all Encumbrances other than Permitted Encumbrances.

(b) The sequencing equipment and systems and other material laboratory production equipment included in the Purchased Tangible Assets have been maintained in accordance with the past practice of the Business, are in good operating condition and repair other than ordinary wear and tear, and are adequate for the uses to which they are being put, and no such sequencing equipment and systems or other material laboratory production equipment is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. Except as would not reasonably be expected to be material to the Business, taken as a whole, all of the other Purchased Tangible Assets have been maintained in accordance with the past practice of the Business, are in good operating condition and repair other than ordinary wear and tear, and are adequate for the uses to which they are being put, and none of such Purchased Tangible Assets is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost.

(c) Assuming the receipt of all applicable required Consents of Third Parties referred to in Section 3.1.3, the Purchased Assets, together with (i) the Intellectual Property Rights contemplated to be licensed, and the rights and services contemplated to be provided, to Buyer or its Affiliates pursuant to the Ancillary Agreements, (ii) the Shared Contracts and any Contracts exclusively related to the Business that Buyer opts not to include in the Purchased Contracts, (iii) the general corporate, finance and support services and functions provided by Seller and its Affiliates and their respective personnel to the Business prior to the Closing, (iv) the assets listed in Section 3.1.5(c) of the Disclosure Schedules, and (v) the Employees, constitute all of the rights, property and assets necessary and sufficient, in all material respects, for the continued conduct of the Business by Buyer and its Affiliates immediately after the Closing in substantially the same manner as currently conducted by Seller and its Affiliates immediately prior to the Closing.

3.1.6 Contracts.

(a) Section 3.1.6 of the Disclosure Schedules sets forth a true and complete list as of the date hereof, of each (x) Purchased Contract, (y) Shared Contract, and (z) Contract to which Seller or any of its Affiliates is a party that is exclusively related to the Business, in each case, that is described in any of the following subsections (collectively, the “**Material Contracts**”):

- (i) any Contract related to a joint venture, partnership or other strategic relationship with a Third Party;
- (ii) any Contract pursuant to which Seller or its Affiliate is the lessee or lessor of or holds (A) any real property or (B) any tangible personal property and, in the case of clause (B), that involved aggregate payments in connection with the conduct of the Business in excess of \$500,000 during the fiscal year ended December 31, 2025;
- (iii) any Contract that relates to the acquisition or disposition, directly or indirectly, of all or a substantial portion of the Purchased Assets, in each case, excluding acquisitions or dispositions of Inventory in the ordinary course of business or of supplies or inventory that are obsolete, worn out, surplus or no longer used or useful in the conduct of the Business;
- (iv) any Contract for the purchase of materials, supplies, goods, products, services, equipment or other assets, in each case, which provided for annual payments by Seller or its Affiliates for the Business of more than \$500,000 during the fiscal year ended December 31, 2025;
- (v) any Contract with a customer of the Business which provided for annual payments to Seller or its Affiliates of more than \$500,000 during the fiscal year ended December 31, 2025;
- (vi) any license, covenant not to sue, or other Contract with respect to Intellectual Property Rights that is material to the Business (other than Contracts

granting to Seller the right to use generally commercially available, “off-the-shelf” software for less than \$500,000, and nondisclosure and confidentiality agreements entered into in the ordinary course of business);

(vii) any Contract to which Seller or its Affiliates is a party that (A) contains any covenant expressly limiting Seller or any of its Affiliates from conducting the Business, competing with any Person in respect of the Business or operating any portion of the Business in any area of the Territory or (B) contains any “most favored nation” or “best pricing” terms or any exclusivity, right of first refusal, first notice or first negotiation provision with respect to any of the Purchased Assets or the Business;

(viii) any Contract under which Seller or its Affiliates is, or may become, obligated to incur any severance pay or compensation obligations that would become payable, increased or accelerated by reason of this Agreement or the Transactions;

(ix) any collective bargaining agreement relating to the Employees;

(x) any Contract with an Employee or Purchased Contract with a consultant contemplating annual payments in excess of \$500,000 per year, in each case that is not terminable without penalty on less than 90 days’ notice;

(xi) any material agency, dealer, distributor, sales representative, marketing or other similar agreement to which Seller or its Affiliate is a party;

(xii) any Contract (or group of related Contracts) the performance of which involves consideration in excess of \$500,000 over the life of such Contract and that is not terminable without penalty on less than 90 days’ notice;

(xiii) any managed care or third-party payor Contract, except for any Shared Contracts with third-party health plans;

(xiv) any Contract with any vendor that provides services relating to billing, coding and/or reimbursement;

(xv) except as entered into in the ordinary course of business, any warranty Contracts with respect to products sold or indemnity agreements with any vendor or customer to the Business under which Seller or its Affiliates is obligated to indemnify such vendor or customer against product liability claims;

(xvi) any Government Contract; or

(xvii) any Contract that contains or represents any commitment or agreement to enter into any of the foregoing.

(b) Each of the Material Contracts is in effect and constitutes a legal, valid and binding agreement of Seller or the Affiliate of Seller that is a party thereto and, to

Seller's Knowledge, each other party thereto, in accordance with its terms, subject to the Enforceability Exceptions. None of Seller, its applicable Affiliates nor, to Seller's Knowledge, any other party thereto is in material breach or material default in the performance, observance or fulfillment of any obligation or covenant contained in any Material Contract. Neither Seller nor any of its applicable Affiliates has received any written notice from a Third Party alleging that Seller or its applicable Affiliate is in breach or default of any material obligation or covenant contained in any Material Contract, in each case, other than any such notices that have been withdrawn or relate to a breach or default that has been cured. A true and complete (except with respect to any redaction of financial terms to enable compliance with applicable Laws) copy of each Material Contract has been made available to Buyer.

3.1.7 Compliance with Law and Governmental Authorizations.

(a) Seller and its Affiliates are, and during the last three years from the date hereof, have been, in compliance in all material respects with all applicable Laws in the Territory with respect to the conduct of the Business and the ownership of and use of the Purchased Assets.

(b) Neither Seller nor any of its Affiliates, in respect of the Business, has, during the last three years from the date hereof, violated any Sanctions, or made a voluntary disclosure with respect to any violation of any U.S. Sanctions. During the last three years from the date hereof, Seller and any of its Affiliates, in respect of the Business, have prepared and timely applied for all import and export licenses required under applicable Law for the conduct of the Business. Neither Seller, any of its Affiliates, nor any director, officer, employee or agent of Seller or any of its Affiliates, in each case, in respect of the Business is a Sanctioned Person. Neither Seller nor any of its Affiliates has provided any product, service or financing in respect of the Business, during the last three years from the date hereof, directly or indirectly, to or for or on behalf of, the Crimea Region of Ukraine, Cuba, Iran, North Korea, Syria or any other country, region or Person against which the United States maintains Sanctions or has maintained comprehensive Sanctions during such time that such country, region, or Person was subject to comprehensive Sanctions, where such provision was in violation of Sanctions.

(c) No Sanctions-related, export-related or import-related Litigation, investigation or inquiry is or, during the last three years from the date hereof, has been, pending, or, to Seller's Knowledge, threatened in writing, against Seller, any of its Affiliates, or any officer or director of Seller or any of its Affiliates (in such Person's capacity as an officer or director of Seller or any of its Affiliates) in respect of the Business by or before any Governmental Authority.

(d) During the last three years from the date hereof, neither Seller, any of its Affiliates, nor, to Seller's Knowledge, Seller's or its Affiliates' officers, directors, employees, agents, Representatives, consultants, or any other Person acting for or on behalf of Seller or any of its Affiliates, in each case, in connection with the conduct of the Business, has:

(i) directly or indirectly violated in any material respect any provision of the Foreign Corrupt Practices Act of 1977, 15 U.S.C. §§ 78dd-1, *et seq.*, the UK

Bribery Act of 2010 or any other applicable anti-corruption or anti-bribery law or similar Law (each, an “**Anti-Corruption Law**”);

(ii) directly or indirectly made, offered, promised or authorized any unlawful payment, loan or transfer of anything of value, including any reward, bribe, payoff, influence payment, kickback, rebate, contribution, gift, entertainment, advantage or benefit of any kind, to or for the benefit of any Person, including a Foreign Official, for the purpose of: (A) improperly influencing any act or decision of such Person; (B) inducing such Person to do or omit to do any act in violation of a lawful duty; (C) improperly obtaining or retaining business for or with any Person; (D) expediting or securing the performance of official acts of a routine nature; or (E) otherwise securing any improper advantage;

(iii) established or maintained any unlawful fund of corporate monies or other properties;

(iv) created or caused the creation of any false or inaccurate books and records of Seller or its Affiliates related to any of the foregoing; or

(v) been the subject of any actual, or, to Seller’s Knowledge, threatened in writing, investigation, allegation, inquiry or enforcement proceeding by any Governmental Authority regarding any offense or alleged offense under any applicable Anti-Corruption Law.

3.1.8 Regulatory Matters.

(a) Seller and its Affiliates are, and during the last three years have been, in compliance in all material respects with all Health Care Laws applicable to the Business, the Tests and the Leased Real Properties. Section 3.1.8(a) of the Disclosure Schedules identifies each facility through which any Test has been developed, validated, verified, manufactured, assembled, offered, performed or reported during such period. Neither Seller nor any of its Affiliates has received any written notice alleging material noncompliance with any Health Care Law, and there is no material investigation, audit, inspection, enforcement action, request for corrective action or other proceeding pending, or, to Seller’s Knowledge, threatened in writing, in each case relating to the Business or any Test, except for matters that have been fully resolved.

(b) Section 3.1.8(b) of the Disclosure Schedules sets forth a true and complete list, as of the date hereof, of, for each Health Care Permit held by Seller or any of its Affiliates that is material to the Business, the legal holder, facility and address, license or certificate number and type, accreditation organization (if applicable), laboratory director, authorized specialties or testing categories, and applicable test-specific New York state approval. Section 3.1.8(b) of the Disclosure Schedules also identifies each material notice, filing, consent, approval, amendment, reissuance or other action required with respect to any such Health Care Permit that is material to the Business in connection with the Transactions, including whether such authorization will be transferred, continued or amended, retained for an interim arrangement or newly obtained by Buyer. Each such Health Care Permit is valid and in full

force and effect, and neither Seller nor any of its Affiliates has received any written notice of suspension, revocation, cancellation, nonrenewal or material restriction thereof.

(c) Each LDT Test has been developed, validated, verified, modified, offered, performed and reported in all material respects in accordance with CLIA and applicable state Health Care Laws at a laboratory authorized to perform such testing. Each such laboratory has established and documented the performance specifications required by applicable Law for the applicable Test, and no material modification to any Test has been placed into clinical use before completion of any validation or verification and laboratory-director authorization required by applicable Law. The version of each LDT Test currently marketed and performed is consistent in all material respects with the version reflected in the applicable validation records and New York state test-specific approvals.

(d) Seller and its Affiliates maintain in all material respects the quality-control, proficiency-testing, personnel-qualification and competency, complaint-handling, deviation, investigation, corrective and preventive action and record-retention systems required by applicable Health Care Laws for the Business and the Tests. During the last three years, no Leased Real Property has had any unresolved material deficiency, condition-level finding, unsuccessful proficiency-testing event or other finding that has resulted in or would reasonably be expected to result in suspension, revocation or material limitation of a material Health Care Permit. Seller has made available to Buyer all material survey and inspection reports, plans of correction and related material correspondence in Seller's possession with respect to the Leased Real Properties for such period.

(e) For each LDT Test offered or performed on specimens originating in New York, Seller and its Affiliates hold the applicable New York clinical laboratory permit and testing category and have obtained, or are otherwise lawfully operating under, the test-specific approval required for the version of such LDT Test currently offered or performed.

(f) All material claims for payment submitted by or on behalf of Seller or its Affiliates in connection with the Business during the last three years were accurate in all material respects and complied in all material respects with applicable coverage, coding, billing, documentation and medical-necessity requirements. Seller and its Affiliates have, to the extent applicable to the Business, timely reported and returned any material overpayment required to be reported and returned by applicable Law. There is no material payment-program audit, prepayment or post-payment review, recoupment, refund demand, setoff or overpayment obligation pending, or, to Seller's Knowledge, threatened in writing, with respect to the Business, and neither Seller nor any of its Affiliates has received written notice of any material fine, penalty, suspension or exclusion relating to participation in any federal or state health care program in connection with the Business.

(g) Neither Seller nor any of its Affiliates is a party to or bound by any corporate integrity agreement, individual integrity agreement, deferred prosecution agreement, settlement or other agreement with a Governmental Authority concerning compliance with Health Care Laws with respect to the Business, and neither Seller nor any of its Affiliates has made any voluntary or self-disclosure to a Governmental Authority concerning actual or

potential material noncompliance with Health Care Laws relating to the Business that remains unresolved. Neither Seller, any Affiliate of Seller nor, to Seller's Knowledge, any director, officer or Employee primarily engaged in the Business is excluded, suspended, debarred or otherwise ineligible to participate in any federal or state health care program or government procurement program.

(h) Section 3.1.8(h) of the Disclosure Schedules accurately identifies (a) the legal entity and facility that performs any laboratory component of SneakPeek, (b) the applicable Health Care Permits, if any, required by applicable Law for SneakPeek, and (c) the intended use and distribution model for each SneakPeek offering, including the regulatory basis on which each at-home, clinical and other offering is marketed or provided and each FDA registration, listing, clearance, approval, authorization or exemption claimed or relied upon. Neither Seller nor any of its Affiliates has represented that SneakPeek is FDA-cleared, FDA-approved or FDA-authorized except to the extent supported by an identified, effective FDA authorization, nor that SneakPeek is offered in a CLIA-certified clinical laboratory. All material claims regarding the performance of SneakPeek are supported by competent and reliable scientific evidence and are consistent in all material respects with the applicable validation and substantiation records.

(i) During the last three years, the development, marketing, sale and performance of SneakPeek and the collection, use, retention, disclosure, transfer and destruction of associated biological specimens and genetic information have complied in all material respects with applicable Health Care Laws and Data Protection Laws governing direct-to-consumer genetic testing, consumer protection, advertising, informed consent, genetic-information privacy, data security and health-breach notification. Seller and its Affiliates have obtained all material consents and provided all material notices required for the transfers contemplated by the Data and Specimen Transfer Agreement, subject to the terms and limitations set forth therein.

(j) The Purchased Regulatory Documentation delivered to Buyer or its applicable Affiliates in connection with the Closing will be complete and accurate in all material respects and will contain, in all material respects, all existing documents and records in the possession or under the Control of Seller or its Affiliates that are reasonably necessary to support a qualified receiving laboratory's reproduction, validation or verification, as of immediately following the Closing in substantially the same manner as conducted by Seller and its Affiliates immediately prior to the Closing and in accordance with applicable Health Care Laws, of the versions of the Tests currently offered or performed by Seller and its Affiliates as of the Closing Date; *provided* that this Section 3.1.8(j) shall not require Seller or any of its Affiliates to conduct any additional study, generate any additional data or reformat any existing document or record.

(k) Nothing in this Section 3.1.8 constitutes a representation that any Purchased Health Care Permit is transferable or assignable, or that Buyer or any of its Affiliates will obtain any new Health Care Permit or approval in lieu of any Purchased Health Care Permit.

3.1.9 Taxes.

- (a) There are no Encumbrances for Taxes on the Purchased Assets or the Business other than Permitted Encumbrances.
- (b) All income and other material Tax Returns required to be filed pursuant to applicable Laws relating to Taxes with respect to the Business or the Purchased Assets for Pre-Closing Tax Periods have been timely filed (taking into account automatic extensions of time to file) and such Tax Returns are true, correct and complete in all material respects. All income and other material Taxes due and payable by Seller or its Affiliates solely with respect to the Business or the Purchased Assets for Pre-Closing Tax Periods (whether or not shown as due on such Tax Returns) have been paid in full by the due date thereof.
- (c) None of the Purchased Assets (i) constitute “tax-exempt use property” within the meaning of Section 168(h)(1) of the Code, (ii) are “tax-exempt bond financed property” within the meaning of Section 168(g)(5) of the Code, (iii) are subject to Section 168(g)(1)(A) of the Code, (iv) are “limited use property” within the meaning of IRS Revenue Procedure 2001-28, 2001-1 C.B. 1156, (v) directly or indirectly secure any debt the interest on which is tax exempt under Section 103 of the Code, or (vi) are subject to the rules governing “Section 467 rental agreements” as defined in Section 467 of the Code.
- (d) Seller is not a party to, bound by or subject to any obligation under, any Tax allocation agreement, Tax indemnity agreement, Tax sharing agreement or similar Contract or any other obligation to indemnify any other Person with respect to Taxes (other than any agreement or Contract the primary purpose of which is not Taxes).
- (e) No Purchased Asset is an interest in (i) any joint venture, partnership or other arrangement or Contract that is treated as a partnership for U.S. federal income Tax purposes or (ii) any “controlled foreign corporation” (as defined in Code Section 957), “passive foreign investment company” (as defined in Code Section 1297) or other entity whose income could be required to be included in Buyer’s income after the Closing.
- (f) Seller does not have any material liability under any escheat and unclaimed property Laws with respect to the Purchased Assets and the Business.
- (g) Section 3.1.9(g) of the Disclosure Schedules contains a list of all non-U.S. jurisdictions to which any Tax is properly payable by Seller or its Affiliates (in respect of the Purchased Assets or the Business).
- (h) To Seller’s Knowledge, with respect to the Purchased Assets and the Business, Seller has in all material respects withheld all Taxes required to have been withheld in connection with amounts paid or owing to any creditor, shareholder, customer, client or other Person, and has in all material respects remitted such Taxes to the proper Governmental Authority in accordance with applicable Laws.

(i) To Seller's Knowledge, no written claim has been made by any Taxing Authority in a jurisdiction where Seller or its Affiliates do not file a Tax Return that any of the Business or Purchased Assets may be subject to taxation by, or required to file any such Tax Return in, that jurisdiction.

(j) With respect to the Purchased Assets and the Business, Seller and its Affiliates (i) have properly collected, remitted and reported to the appropriate Governmental Authority all material sales, use, value added, goods and services and other similar Taxes (including customs, duties and other similar Taxes) required to be so collected, remitted or reported pursuant to all applicable Laws in all material respects, and (ii) have complied in all material respects with all applicable Laws relating to record retention in connection with such Taxes, including by maintaining adequate and current resale certificates and other documentation necessary to support any claimed exemption from such Tax collection.

(k) Seller is a "United States person" within the meaning of Section 7701(a)(30) of the Code.

3.1.10 Real Property.

(a) Seller and its Affiliates do not own, and have not previously owned, real property that is used in, necessary for or related to the Business as previously conducted or currently conducted.

(b) Section 3.1.10(b) of the Disclosure Schedules sets forth a true and complete list of the physical addresses of the Leased Real Properties and identifies each lease (the "**Tenant Leases**") under which the Leased Real Properties are occupied or used by Seller or its Affiliates. Seller has a leasehold estate or, as the case may be, valid leasehold interest, in the Leased Real Properties. Except as set forth on Section 3.1.10(b) of the Disclosure Schedules, with respect to such Leased Real Property: (i) there are no ongoing disputes with respect to such Tenant Lease; (ii) no security deposit or portion thereof deposited with respect to such Tenant Lease has been applied in respect of a breach or default under such Tenant Lease that has not been re-deposited in full; and (iii) Seller has not created or granted any Encumbrance on its leasehold interest under any Tenant Lease, other than Permitted Encumbrances, and, to Seller's Knowledge, no other Encumbrance exists on such leasehold interest other than Permitted Encumbrances. Seller holds a valid leasehold interest in each Leased Real Property pursuant to the applicable Tenant Lease.

(c) Other than the Tenant Leases, there are no leases, licenses, subleases, assignments, sublicenses or similar agreements entered into by Seller or its Affiliates granting any Third Party the right to use or occupy any Leased Real Property or any portion thereof, and no Third Party is in possession of the Leased Real Property. Seller has not received written notice of any condemnation by any Governmental Authority pending or threatened, in each case with respect to the Leased Real Properties. The Purchased Facility Authorizations are valid and in full force and effect and Seller is not in material default, and no condition exists that with notice or lapse of time or both would constitute a material default, under the Purchased Facility Authorizations.

3.1.11 Intellectual Property.

(a) Section 3.1.11(a) of the Disclosure Schedules sets forth, as of the date hereof, a true and complete list of all Purchased Intellectual Property that is material to the Business and that has issued, been registered or granted, or is the subject of an application for registration, issuance or grant, and has not expired or been abandoned or withdrawn, including, as applicable, the jurisdiction, record owner and registration or application number for each such item (collectively, the “**Registered IP**”).

(b) All Registered IP is subsisting. To Seller’s Knowledge, no Third Party has challenged the validity or enforceability of any Registered IP and, to Seller’s Knowledge, all Registered IP that has been registered, granted or issued, is in full force and effect, and has not been abandoned or adjudged invalid or unenforceable, other than abandoned Patent Rights and the opinions of patent offices anywhere in the world with respect to currently pending patent applications and trademark applications or registered trademarks which are vulnerable for non-use cancellation.

(c) Seller and its Affiliates, taken together, own the Purchased Intellectual Property, free and clear of all Encumbrances other than Permitted Encumbrances and subject to the terms of the Contracts set forth in Section 3.1.11(d) of the Disclosure Schedules. Assuming the receipt of all applicable required Consents of Third Parties referred to in Section 3.1.3, the Purchased Intellectual Property, together with the Intellectual Property Rights contemplated to be licensed to Buyer or its Affiliates under the Ancillary Agreements, constitute all of the Intellectual Property Rights owned or Controlled by Seller or its Affiliates that are necessary, in all material respects, for the continued conduct of the Business by Buyer and its Affiliates immediately after the Closing in substantially the same manner as currently conducted by Seller and its Affiliates immediately prior to the Closing.

(d) Except for licenses to databases, off-the-shelf software and other Intellectual Property Rights made available under click-wrap, shrink-wrap or similar agreements or on a subscription basis, and other non-exclusive licenses or rights granted to or by Third Parties in the ordinary course of business, Section 3.1.11(d) of the Disclosure Schedules sets forth, as of the date hereof, a true and complete list of all written licenses, sublicenses and similar Contracts pursuant to which Seller or any of its Affiliates (i) is granted any license, sublicense or similar right from a Third Party with respect to any material Intellectual Property Right that is exclusively used or held for use exclusively in the Business or (ii) grants any license, sublicense or similar right to any Third Party with respect to any material Intellectual Property Right that is exclusively used or held for use exclusively in the Business.

(e) (i) No material Litigation is pending, or, to Seller’s Knowledge, threatened in writing, against Seller or any of its Affiliates (A) alleging that the conduct of the Business as conducted as of the date hereof infringes or misappropriates the Intellectual Property Rights of any Third Party or (B) challenging the use of any material Purchased Intellectual Property, (ii) the conduct of the Business as conducted as of the date hereof does not infringe or misappropriate the valid and enforceable Intellectual Property Rights of any Third Party, except as would not reasonably be expected to be material to the Business, taken as a whole, and (iii) to

Seller's Knowledge, no Third Party is engaging in any activity that infringes any of the Purchased Intellectual Property.

3.1.12 Employment Matters.

(a) Section 3.1.12(a) of the Disclosure Schedules sets forth a true and complete list, as of two Business Days prior to the date of this Agreement, for each Employee, such employee's name, title, hire date, date as of which service is credited for benefits purposes if earlier than the hire date, location, whether full- or part-time, whether active or on leave (and, if on leave, the nature of the leave and expected return date), whether exempt under the Fair Labor Standards Act, annual salary or wage rate, most recent annual bonus received and current annual bonus opportunity, and whether vacation is accrued or discretionary, and if accrued, the amount of accrued vacation.

(b) Section 3.1.12(b) of the Disclosure Schedules sets forth a true and complete list, as of the date of this Agreement, of each material Employee Benefit Plan. With respect to each material Employee Benefit Plan, Seller has made available to Buyer true and complete copies (to the extent applicable) of (i) the plan document or a written description thereof (or, if appropriate, a form thereof), including any amendments thereto, other than any document that Seller or any of its Affiliates is prohibited from making available to Buyer as the result of applicable Law relating to the safeguarding of data privacy, and (ii) the most recent summary plan description.

(c) Each Employee Benefit Plan intended to be "qualified" within the meaning of Section 401(a) of the Code has received a favorable determination letter from the IRS or is entitled to rely upon a favorable opinion issued by the IRS, and there are no existing circumstances or any events that have occurred that would reasonably be expected to cause the loss of any such qualification status of any such Employee Benefit Plan, except where such loss of qualification status would not reasonably be expected to be material to the Business, taken as a whole.

(d) No Employee Benefit Plan is subject to Section 302 or Title IV of ERISA or Section 412 of the Code. No Employee Benefit Plan provides benefits or coverage in the nature of health, life or disability insurance or similar benefits following retirement or other termination of employment, other than coverage or benefits (i) required to be provided under Part 6 of Title I of ERISA or Section 4980B(f) of the Code, or any other applicable Law, or (ii) the full cost of which is borne by the employee or former employee (or any of their beneficiaries).

(e) Neither the execution of this Agreement nor the consummation of the Transactions will, either alone or in combination with another event, (i) accelerate the time of payment or vesting, or materially increase the amount of compensation due to any Employee under any Employee Benefit Plan, (ii) cause Seller or any of its Affiliates to transfer or set aside any assets to fund any benefits for any Employee, or (iii) result in any Employee who is a "disqualified individual" receiving any "excess parachute payment" (each such term as defined in Section 280G of the Code). No Employee Benefit Plan provides for the gross-up or

reimbursement of Taxes for any Employee under Sections 4999 or 409A of the Code, or otherwise.

(f) Neither Seller nor any Affiliate of Seller is a party to, and is not bound by, any collective bargaining agreement or other Contract or arrangement with a labor organization or labor union covering any Employee. Except as would not reasonably be expected to be material to the Business, taken as a whole, as of the date of this Agreement and during the last three years, (i) there is and has been no unfair labor practice, labor dispute (other than routine individual grievances) or labor arbitration proceeding pending, or, to Seller's Knowledge, threatened in writing, against Seller or any Seller Affiliate relating to any Employee, (ii) no demand for recognition as the exclusive bargaining representative of any Employees has been made by or on behalf of any labor or similar organization to Seller or any Affiliate of Seller and, to Seller's Knowledge, there are and have been no activities or proceedings of any labor organization to organize any Employee, and (iii) there is and has been no pending, or, to Seller's Knowledge, threatened in writing, strike, lockout, slowdown, or work stoppage by or with respect to the Employees.

(g) Except as would not reasonably be expected to be material to the Business, taken as a whole, with respect to the Employees, Seller is, and has been during the last three years, in compliance in all material respects with all applicable Laws respecting employment and employment practices, including Laws concerning terms and conditions of employment, wages and hours, employee classification and occupational safety and health.

(h) Within the last 12 months of the date hereof, neither Seller nor any Seller Affiliate has implemented any relocation, "plant closing" or "mass layoff" of Employees, as those terms are defined in the WARN Act.

(i) To Seller's Knowledge, no Employee is in violation in any material respect of any term of any employment agreement, nondisclosure agreement, common law nondisclosure obligation, fiduciary duty, non-competition agreement, restrictive covenant or other obligation: (i) to Seller or its Affiliates, or (ii) to a former employer of any such Employee relating (A) to the right of any such Employee to be employed by Seller or its Affiliates or (B) to the knowledge or use of trade secrets or proprietary information.

(j) To Seller's Knowledge, during the last three years, no allegations of discrimination (including age, gender, race, religion or any other legally protected category), sexual harassment or sexual misconduct have been made against any officer or executive-level Employee of the Business in such Person's employment capacity.

3.1.13 Data; IT Assets.

(a) During the three year period prior to the date hereof, Seller and its Affiliates, and, to Seller's Knowledge, each Representative acting on behalf of Seller or any such Affiliate, have been, with respect to the conduct of the Business, in compliance in all material respects with all applicable Data Protection Laws and Processed Personal Data generated or used in the conduct of the Business in compliance in all material respects with applicable Data

Protection Laws. With respect to the Business, Seller and its applicable Affiliates have implemented and maintained during the three-year period prior to the date hereof commercially reasonable organizational, physical, administrative and technical measures designed to protect the confidentiality, integrity and security of Personal Data generated or used in the conduct of the Business against unauthorized access, acquisition, interruption, alteration, modification, disclosure or use. Except as would not reasonably be expected to be material to the Business, taken as a whole, each Third Party Processing Personal Data on behalf of Seller and its Affiliates in connection with the Business is subject to a data processing agreement or business associate agreement in accordance with applicable Data Protection Laws.

(b) Except as would not reasonably be expected to be material to the Business, taken as a whole, during the three year period prior to the date hereof, (i) to Seller's Knowledge, no Person has gained unauthorized access to or use of the Purchased IT Assets and (ii) neither Seller nor any of its Affiliates has experienced any data breach, ransomware incident, or other security incident affecting the Purchased IT Assets that resulted in unauthorized access, disclosure, acquisition, interruption, alteration, destruction, loss, modification or use of Personal Data generated or used in the conduct of the Business.

(c) Seller owns or has valid rights to use (by license, subscription, lease or other comparable arrangement (including on a Software-as-a-Service basis)), the Purchased IT Assets used in the operation of the Business. All Purchased IT Assets are in full operating order in all material respects (subject to normal wear and tear) and are fulfilling in all material respects the purposes for which they were acquired, licensed or established in an efficient manner without material downtime or errors.

3.1.14 Environmental Matters.

(a) (i) Seller is in compliance in all material respects with Environmental Laws and Environmental Permits applicable to the conduct of the Business and the ownership of and use of the Purchased Assets; (ii) (A) no written notice, order, request for information, complaint, citation or penalty has been received by Seller or any of its Affiliates, (B) there has been and is no Litigation pending, or, to Seller's Knowledge, threatened in writing, and (C) there has been no Judgment entered by or with a Governmental Authority, in each case, that relates to an actual or alleged material violation of or material Liability under any Environmental Law in connection with the conduct of the Business or to a Release of Hazardous Substances by Seller or any of its Affiliates in connection with the conduct of the Business, and, in each case, which has not been settled, dismissed, paid or otherwise resolved; (iii) with respect to the Business, Seller is in compliance in all material respects with, and has obtained and maintained, all material Environmental Permits required by all applicable Environmental Laws, and there is no Litigation pending, or, to Seller's Knowledge, threatened in writing, that seeks to rescind, terminate or adversely modify any such Environmental Permits; (iv) to Seller's Knowledge, there has been no Release of any Hazardous Substance at, on, under or from any Leased Real Property, which Release would reasonably be expected to be material to the Business, taken as a whole; (v) no written claims are pending against Seller or any of its Affiliates that would reasonably be expected to result in Liability arising out of, relating to or

otherwise in respect of on-site exposures to or Releases of Hazardous Substances at any Leased Real Property, Releases of Hazardous Substances upon, into or from any Leased Real Property, or off-site treatment, storage or disposal of Hazardous Substances transported from any Leased Real Property by or on behalf of Seller or any of its Affiliates; and (vi) to Seller's Knowledge, none of the following are present at any of the Leased Real Property: (A) asbestos-containing materials, (B) lead-based paints, (C) mold, (D) polychlorinated biphenyls, or (E) underground storage tanks, except, in each case, as would not reasonably be expected to be material to the Business, taken as a whole.

(b) Seller has made available to Buyer copies of all material environmental assessments, reports, audits, and compliance reviews relating to the Leased Real Property, to the extent such reports are in the possession or control of Seller or its Affiliates.

(c) For purposes of this Agreement: (i) "**Environmental Laws**" means all Laws regulating pollution or protection of the environment or human health or safety (as it relates to exposure to Hazardous Substances) or natural resources or the generation, manufacture, production, installation, distribution, sale, handling, transport, use, treatment, storage, remediation, recycling, processing, labeling, Release or threatened Release, disposal, or exposure to Hazardous Substances; (ii) "**Environmental Permits**" means any permits, licenses, qualifications, registrations, franchises, filings, certificates, consents, approvals, clearances or authorizations issued under any Environmental Law or by any Governmental Authority relating to Environmental Laws or Hazardous Substances; (iii) "**Hazardous Substances**" means all pollutants, contaminants, chemicals, wastes, and any toxic or otherwise hazardous substances or materials subject to regulation under or that form the basis of Liability under applicable Environmental Laws, including petroleum (or any fraction thereof), any asbestos or asbestos containing materials, mold, polychlorinated biphenyls, per- and polyfluoroalkyl substances and radioactive materials; and (iv) "**Release**" means any spilling, leaking, pumping, pouring, emitting, emptying, injecting, depositing, disposing, discharging, dispersal, or leaching into the environment, including surface water, soil, groundwater or indoor or outdoor air.

3.1.15 Financial Information. The financial information of the Business set forth in Section 3.1.15 of the Disclosure Schedules (the "**Financial Information**") is true, correct and complete in all material respects. The Financial Information (a) contains historical data that is based on estimates, assumptions, allocations and other judgments that were made in good faith based on information available to Seller and its Affiliates at the applicable time, and (b) may not necessarily reflect what the financial position and results of operations of the Business would have been had the Business operated independently of Seller and its Affiliates as of the dates or for the periods presented. For the avoidance of doubt, Seller makes no representation or warranty under this Section 3.1.15 with respect to any projections, forecasts, or other forward-looking information contained in the Financial Information.

3.1.16 Absence of Changes. Except for the execution and performance of this Agreement and the discussions, negotiations and transactions related thereto, since December 31, 2025, until the date of this Agreement: (a) the Business has been conducted in all material respects in the ordinary course of business; (b) Seller and its Affiliates have not taken any action

that, had it occurred after the date hereof, would require Buyer's consent under clause (y) of Section 4.2.1 (except for clauses (iii), (v), (viii) or (xi) thereof) and (c) there has not been any effect, change, event or occurrence that has had, individually or in the aggregate, a Material Adverse Effect.

3.1.17 Inventory.

(a) Seller and its Affiliates have good and valid title to all Inventory, free and clear of all Encumbrances except for Permitted Encumbrances. No Inventory is held on consignment or owned by a supplier or other third party. The physical quantities of Inventory do not differ from Seller's and its applicable Affiliates' books and records with respect to the Business, except as would not reasonably be expected to be material to the Business, taken as a whole. The Inventory has been handled, stored, monitored, segregated, labeled, prepared, and maintained by Seller and its Affiliates in compliance, in all material respects, with all applicable Laws, the Purchased Health Care Permits, the applicable manufacturer's instructions and labeling, and Seller's and its Affiliates' written policies, standard operating procedures, and quality-system requirements.

(b) All Inventory (i) is usable or saleable in the ordinary course of business; (ii) conforms to applicable specifications, manufacturer warranties, and labeling requirements; (iii) is not expired, contaminated, misbranded, damaged, defective or counterfeit; and (iv) is not subject to any pending or unresolved recall, removal, correction, safety notice, field action, market withdrawal, seizure, detention, import alert, stop-use notice, manufacturer advisory, or similar action, in each case, except as would not reasonably be expected to be material to the Business, taken as a whole.

(c) The Inventory quantities are consistent, in all material respects, with the quantities historically maintained by Seller and its Affiliates. Since December 31, 2025, except in the ordinary course of business and as would not reasonably be expected to be material to the Business, neither Seller nor its Affiliates have accelerated or deferred purchases, depleted inventory, or otherwise altered its inventory practices in anticipation of the Transactions.

3.1.18 Insurance. Section 3.1.18 of the Disclosure Schedules sets forth a true and complete list, as of the date hereof, of all material insurance policies maintained by Seller and its Affiliates with respect to the Business and the Purchased Assets (collectively, the "**Insurance Policies**"), identifying whether each such policy is written on a claims-made or occurrence basis. Each such policy is in full force and effect, all material premiums due and payable thereunder have been paid, and neither Seller nor any of its Affiliates has received written notice of cancellation, nonrenewal or material reduction in coverage thereof. There are no material claims pending under any such policy for which coverage has been denied or, to Seller's Knowledge, materially disputed or reserved against by the applicable insurer.

3.1.19 Solvency. After giving effect to the Transactions, including the payment of the Purchase Price to Seller and all other amounts required to be paid to Seller and its Affiliates in connection with the consummation of the Transactions, Seller will not (a) be insolvent (because (i) Seller's financial condition will be such that the sum of its debt is greater

than the fair value of its assets, (ii) the present fair saleable value of Seller's assets will be less than the amount required to pay Seller's probable liability on its debts as they become absolute and matured, or (iii) Seller is unable to pay all of its debt as and when they become due and payable), (b) have unreasonably small capital with which to engage in its business or (c) have incurred or plan to incur debts beyond its ability to pay as they become absolute and matured.

3.1.20 No Broker. There is no broker, finder, investment banker or financial advisor acting or who has acted on behalf of or based upon arrangements made by Seller or any of its Affiliates, who is entitled to receive any brokerage or finder's or other fee or commission from Buyer or any of its Affiliates in connection with the Transactions.

3.2 Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

3.2.1 Corporate Status. Buyer is a legal entity duly organized, validly existing and in good standing under the Laws of Delaware. Each Affiliate of Buyer that is entering into an Ancillary Agreement is a legal entity duly organized, validly existing and, to the extent applicable in the relevant jurisdiction, in good standing under the Laws of its organization.

3.2.2 Authority. Buyer has the requisite corporate or other entity power and authority to execute and deliver this Agreement and the Ancillary Agreements to which it will be a party, to perform its obligations hereunder and thereunder and to consummate the Transactions. As of the Closing, each Affiliate of Buyer that is entering into an Ancillary Agreement will have the requisite corporate or other entity power and authority to execute and deliver the Ancillary Agreements to which it will be a party and to consummate the Transactions contemplated to be consummated by it by such Ancillary Agreements. The execution and delivery of this Agreement and the Ancillary Agreements to which Buyer is or will be a party and the consummation by Buyer of the Transactions have been duly authorized by the necessary corporate or other entity actions of Buyer. As of the Closing, each Affiliate of Buyer that is entering into an Ancillary Agreement will have taken all corporate or other entity actions required by its organizational documents and applicable Law to authorize the execution and delivery of the Ancillary Agreements to which it will be a party and to authorize the consummation of the Transactions contemplated to be consummated by it by such Ancillary Agreements. Buyer has duly executed and delivered this Agreement and, as of the applicable time required by this Agreement, will have executed and delivered each Ancillary Agreement to which it will be a party, and this Agreement and each Ancillary Agreement to which Buyer will be a party (assuming the due authorization, execution and delivery thereof by each other party thereto) constitutes or, upon the execution and delivery thereof by Buyer, will constitute the valid and legally binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms, subject to the Enforceability Exceptions. As of the applicable time required by this Agreement, each Affiliate of Buyer that is entering into an Ancillary Agreement will have executed and delivered each Ancillary Agreement to which it will be a party, and each Ancillary Agreement (assuming the due authorization, execution and delivery thereof by each other party thereto), upon the execution and delivery thereof by such Affiliate, will constitute the valid and

legally binding obligation of such Affiliate, enforceable against such Affiliate in accordance with their respective terms, subject to the Enforceability Exceptions.

3.2.3 Non-Contravention and Approvals.

(a) The execution, delivery and performance by Buyer of this Agreement, and the execution, delivery and performance by Buyer and each of its Affiliates of each Ancillary Agreement to which it is a party, do not (i) violate the organizational documents of Buyer or such Affiliate of Buyer, as applicable, (ii) subject to obtaining the Consents, making the filings and giving the notices referred to in Section 3.2.3(b), violate any Law applicable to Buyer or such Affiliate of Buyer, or (iii) subject to obtaining the Authorizations, making the filings and giving the notices referred to in Section 3.2.3(b), (A) violate, breach or constitute a default under or result in the termination of, or give rise to a right of termination, cancellation or acceleration of any right or obligation under, any Contract to which Buyer or such Affiliate of Buyer is a party or (B) violate any Judgment of a Governmental Authority to which Buyer or such Affiliate of Buyer is subject, except, with respect to clauses (ii) and (iii), for violations, breaches, defaults, accelerations, cancellations or terminations that would not reasonably be expected to have a Buyer Material Adverse Effect.

(b) Except for (i) if required, compliance with and filings or notifications required under any applicable Antitrust Law and the expiration or termination of the applicable review or waiting periods thereunder or (ii) Authorizations that if not received, or declarations, filings or registrations that if not made, would not reasonably be expected to have a Buyer Material Adverse Effect, no notice to, filing with or Authorization of any Governmental Authority in the Territory is required for Buyer and its applicable Affiliates to consummate the Transactions.

3.2.4 Solvency. After giving effect to the Transactions, including the payment of the Purchase Price to Seller and all other amounts required to be paid by Buyer and its Affiliates in connection with the consummation of the Transactions, Buyer will not (a) be insolvent (because (i) Buyer's financial condition is such that the sum of its debt is greater than the fair value of its assets, (ii) the present fair saleable value of Buyer's assets will be less than the amount required to pay Buyer's probable liability on its debts as they become absolute and matured or (iii) Buyer is unable to pay all of its debt as and when they become due and payable), (b) have unreasonably small capital with which to engage in its business or (c) have incurred or plan to incur debts beyond its ability to pay as they become absolute and matured.

3.2.5 Financial Capacity. Buyer has, and on the Closing Date will have, immediately available cash that is sufficient to enable it to pay the full consideration payable hereunder and to make all other payments required to be made by Buyer in connection with the Transactions and to pay all fees and expenses of Buyer and its Affiliates incurred in connection with the Transactions.

3.2.6 No Litigation. Except as would not reasonably be expected to have a Buyer Material Adverse Effect, there is no Litigation pending, or, to Buyer's Knowledge,

threatened in writing, against Buyer or any of its Affiliates seeking to prevent, hinder, modify, delay or challenge the Transactions.

3.2.7 Compliance with Laws. Buyer is aware of applicable Laws relating to the Exploitation of the Tests. Nothing in this Section 3.2.7 constitutes a representation that, as of the Closing, Buyer or its Affiliates has obtained any Health Care Permit or completed any validation, verification, bridging or other go-live requirement contemplated by the Regulatory Transition Plan, except to the extent expressly identified therein as completed.

3.2.8 R&W Policy. A true and complete copy of the insurance binder (the “**R&W Binder**”) for the representation and warranty insurance policy (the “**R&W Policy**”), to be issued by Liberty Surplus Insurance Corporation (the “**R&W Insurer**”) in respect of the Transactions, together with a true and complete copy of the form of R&W Policy attached thereto, is included in Exhibit H. The R&W Binder has been executed by Buyer and the R&W Insurer and is, or will be as of the date hereof, bound and has not been cancelled or terminated, and the R&W Insurer has not provided written notice to Buyer that it intends to cancel or terminate the R&W Policy. As of the date hereof, Buyer is in compliance with the applicable terms set forth in the R&W Binder.

3.2.9 No Broker. There is no broker, finder, investment banker or financial advisor acting or who has acted on behalf of or based upon arrangements made by Buyer or its Affiliates, who is entitled to receive any brokerage or finder’s or other fee or commission from Seller or any of its Affiliates in connection with the Transactions.

3.3 Acknowledgments of Buyer. Notwithstanding anything to the contrary in this Agreement:

3.3.1 Exclusivity of Representations. BUYER, TOGETHER WITH AND ON BEHALF OF ITS AFFILIATES AND REPRESENTATIVES, ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN SECTION 3.1 OR IN THE CERTIFICATE DELIVERED UNDER SECTION 2.5.2(a)(ii), (A) NEITHER SELLER NOR ANY OF SELLER’S AFFILIATES HAS MADE ANY REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED WHATSOEVER RELATED TO THE TESTS, THE BUSINESS, THE PURCHASED ASSETS, OR THE ASSUMED LIABILITIES, THIS AGREEMENT, THE ANCILLARY AGREEMENTS OR THE TRANSACTIONS, INCLUDING WITH RESPECT TO ANY INFORMATION, DOCUMENTS, OR MATERIALS FURNISHED TO OR FOR BUYER BY SELLER OR ANY OF ITS AFFILIATES OR ANY OF THEIR RESPECTIVE REPRESENTATIVES, INCLUDING ANY INFORMATION, DOCUMENTS, OR MATERIALS MADE AVAILABLE TO BUYER IN ANY “DATA ROOM,” MANAGEMENT PRESENTATION, OR ANY OTHER FORM IN CONNECTION WITH THE TRANSACTIONS, AND (B) BUYER HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED IN CONNECTION WITH THE TESTS, THE BUSINESS, THE PURCHASED ASSETS, THE ASSUMED LIABILITIES, THIS AGREEMENT, THE ANCILLARY AGREEMENTS OR THE TRANSACTIONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY PROVIDED

IN SECTION 3.1, BUYER IS ACQUIRING THE PURCHASED ASSETS ON AN “AS IS, WHERE IS” BASIS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, INCLUDING ANY WARRANTY AS TO QUALITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, CONDITION OF ASSETS, THE PROBABLE SUCCESS OR PROFITABILITY OF THE BUSINESS AFTER THE CLOSING OR AS TO ANY OTHER MATTER. NOTWITHSTANDING THIS SECTION 3.3.1 OR ANY OTHER PROVISION OF THIS AGREEMENT, NOTHING HEREIN SHALL PREJUDICE OR LIMIT BUYER’S RIGHTS, REMEDIES, OR CLAIMS BASED ON FRAUD (AS DEFINED IN THIS AGREEMENT).

3.3.2 Acknowledgments Regarding Seller’s Representations and Warranties. Buyer acknowledges and agrees that (a) Section 3.1.4 does not address Litigation with respect to intellectual property matters, which is the subject of Section 3.1.11, (b) Section 3.1.7 does not address regulatory matters, which are the subject of Section 3.1.8, and (c) the representations and warranties of Seller in Section 3.1.11(b) and (e) constitute the sole representations and warranties of Seller with respect to infringement and misappropriation of intellectual property.

ARTICLE 4 PRE-CLOSING COVENANTS

4.1 Access and Information.

4.1.1 During the period commencing on the date hereof and ending on the earlier to occur of (a) the Closing and (b) the termination of this Agreement in accordance with Article 9 (the “**Pre-Closing Period**”), Seller shall afford Buyer and its Representatives reasonable access, upon reasonable prior notice during normal business hours, to the Leased Real Properties, Employees, and the books and records (excluding federal income Tax Returns) of Seller and its Affiliates to the extent exclusively related to the Business, the Purchased Assets, and the Assumed Liabilities, in each case, solely for the purposes of enabling Buyer and its Affiliates to prepare to transition the Business; *provided, however*, that (i) such access may be provided through an electronic data room; (ii) the reasonableness of such access and requests shall be determined by taking into account, among other considerations, the competitive positions of the Parties; (iii) such access shall be subject to all applicable safety and security requirements communicated by Seller to Buyer and its Representatives; (iv) such access shall not unreasonably disrupt Seller’s ordinary course operations; and (v) such access to the Leased Real Properties shall be subject to the consent of the landlord for such Leased Real Property required under the Tenant Leases, to the extent any consent is required. All inspections and testing shall be non-invasive to any Leased Real Property. Except for Phase I Environmental Site Assessments, such rights of access explicitly exclude any environmental investigations or testing or any other intrusive or invasive sampling, including subsurface testing of soil, surface water or groundwater at any Leased Real Property. During the Pre-Closing Period, Buyer hereby agrees that neither it nor any of its Affiliates or Representatives shall, directly or indirectly, contact any licensor, competitor, supplier, distributor or customer of, or service provider to, Seller or any of its Affiliates with respect to the Tests, the Business, the Purchased Assets, the Assumed

Liabilities, this Agreement, the Ancillary Agreements or the Transactions, without the prior written consent of Seller, which shall not be unreasonably withheld, conditioned, or delayed; *provided*, that, the foregoing shall not restrict contacts made in the ordinary course of Buyer's or its Affiliates' businesses that are unrelated to, and do not reference in any respect, the Transactions. The auditors and independent accountants of Seller or any of its Affiliates shall not be obligated to make any work papers available to any Person under this Agreement, unless and until such Person has signed a customary confidentiality and hold harmless agreement relating to such access to work papers in form and substance reasonably acceptable to such auditors or independent accountants. If so reasonably requested by Seller, Buyer shall, and shall cause its Affiliates (as applicable) to, enter into a customary joint defense agreement with Seller or its Affiliates on terms mutually agreed to by the Parties with respect to any information to be provided to Buyer pursuant to this Section 4.1.1.

4.1.2 Buyer acknowledges and agrees that (a) certain records may contain information relating to Seller or its Affiliates, other than the Business (and, notwithstanding the inclusion of such information in such records, such information shall not constitute Purchased Assets), and that Seller and its Affiliates may retain copies thereof and (b) prior to making any records available to Buyer, Seller or its Affiliates may redact any portions thereof that (i) do not exclusively relate to the Business, (ii) exclusively relate to any LDTs or products other than the Tests or (iii) constitute Excluded Communications.

4.1.3 Notwithstanding anything to the contrary contained in this Agreement, neither Seller nor any of its Affiliates shall be required to disclose any information or provide any such access pursuant to this Section 4.1 if such disclosure or access would reasonably be expected, in Seller's reasonable judgment, to (a) breach, or take any action that could violate or breach, any fiduciary duty, duty of confidentiality owed to any Person (whether such duty arises contractually, statutorily or otherwise), Law (including any applicable Antitrust Law) or Contract with any other Person, (b) waive or jeopardize any privileges, including the attorney-client privilege, (c) disclose any trade secrets or other sensitive information, or (d) cause significant competitive harm to the Business if the Transactions are not consummated (*provided*, that, in any case, Seller and its Affiliates shall use their respective reasonable best efforts to obtain any required Consents and take such other reasonable action (such as the entry into a joint defense agreement or other arrangement to avoid loss of attorney-client privilege) to enable Seller to satisfy its obligations under this Section 4.1).

4.2 Ordinary Course of Business.

4.2.1 During the Pre-Closing Period, except (a) as set forth on Schedule 4.2.1, (b) as required by applicable Law, (c) as required by the terms of any Contract to which Seller or any of its Affiliates is a party as of the date hereof that has been made available to Buyer, (d) as contemplated by the terms of this Agreement or any Ancillary Agreement, or (e) as Buyer shall otherwise consent in writing, which consent shall not be unreasonably withheld, conditioned or delayed, Seller shall, and shall cause its Affiliates to, (x) use commercially reasonable efforts to conduct the Business in the ordinary course and (y) not take any of the following actions in

respect of the Business (it being understood and agreed that Seller and its Affiliates' compliance with this clause (y) shall in no event result in a breach of the preceding clause (x)):

(i) transfer, sell, lease, license or otherwise dispose of any material Purchased Assets, in each case, other than (A) pursuant to existing Contracts, (B) dispositions of assets at the end of their useful lives or out of redundancy, (C) in the ordinary course of business, or (D) as expressly permitted by Section 2.1.5;

(ii) subject any Purchased Assets to any Encumbrance (other than any Permitted Encumbrance);

(iii) grant any increase in compensation to any Employee, other than (A) in the ordinary course of business consistent with past practice, (B) as required by the terms of any Employee Benefit Plan in effect on the date hereof or applicable Laws, or (C) consistent with changes under or to an Employee Benefit Plan applicable to employees of Seller and its Affiliates other than the Employees;

(iv) abandon, fail to maintain or allow to lapse any material Purchased Intellectual Property, in each case, other than in the ordinary course of business;

(v) (A) terminate any Material Contract, or (B) make any material amendment to or waive any material right or remedy under any Material Contract, except, in the case of this clause (B), with respect to any Shared Contract, to the extent such amendment or waiver relates solely to the portion of such Shared Contract that does not relate to the Business;

(vi) discharge, settle, compromise, satisfy or consent to any entry of any Judgment with respect to, any Litigation that (A) results in any material restriction on the Business in the Territory or (B) results in a Liability to the extent that such Liability would constitute an Assumed Liability;

(vii) adopt a plan of complete or partial liquidation or dissolution, recapitalization or other reorganization affecting the Purchased Assets or the Business;

(viii) make any change in any method of financial accounting or auditing practice (including, procedures with respect to revenue recognition, payments of accounts payable and collection of accounts receivable) of the Business other than changes required as a result of changes in GAAP or applicable Law;

(ix) enter into any partnership, joint venture or joint development arrangement with one or more Persons relating to the Business or any of the Tests, other than the entry into arrangements for the distribution or sale of any Test in the ordinary course of business;

(x) incur, assume or guarantee any Indebtedness that would be an Assumed Liability;

(xi) amend, surrender, terminate, fail to renew or allow to lapse, or make any material filing to change the holder, owner, control, director, location, specialty, scope or status of, any Health Care Permit material to the Business, other than routine renewals or filings required by Law in the ordinary course of business;

(xii) make any material change to the design, methodology, platform, algorithm, bioinformatics pipeline, specimen type, cutoff, reference range, intended use, report, labeling or material advertising claim of any Test, or suspend or discontinue any Test, other than changes required by Law or made in the ordinary course, or fail to maintain validation, quality-control, proficiency-testing and corrective-action records for the Tests in accordance with applicable Law; or

(xiii) agree, in writing or otherwise, to take any of the foregoing actions.

4.2.2 Notwithstanding Section 10.2, all requests for, and the granting of any, consent under this Section 4.2 may be provided by email, if to Seller, to Jennifer Fox ([***)] and if to Buyer, to Michael Munro ([***)]. Buyer will be deemed to have consented to any matter requested by Seller if Buyer has not expressly granted or denied such consent in accordance with this Section 4.2.2 within 10 Business Days following Seller's request for such consent.

4.2.3 Nothing contained in this Agreement is intended to give Buyer or its Affiliates, directly or indirectly, the right to control, direct or influence the Business prior to the Closing, and nothing contained in this Agreement is intended to give Seller or its Affiliates, directly or indirectly, the right to control, direct or influence Buyer's operations. Prior to the Closing, each of Buyer, on the one hand, and Seller and its Affiliates, on the other hand, shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its and its Affiliates' respective operations.

4.3 Efforts; Regulatory and Other Authorizations; Notices and Consents.

4.3.1 The Parties shall, and shall cause their applicable Affiliates to, (a) use reasonable best efforts to promptly obtain all Consents of, or make registrations, declarations or filings with, all Governmental Authorities and officials that may be or become necessary or advisable for its execution and delivery of, and the performance of its obligations pursuant to, this Agreement, (b) cooperate fully with the other Party in promptly seeking to obtain all such Consents, or make such registrations, declarations, or filings, and (c) provide such other information to any Governmental Authority as such Governmental Authority may request in connection herewith. Buyer shall pay all fees (including the HSR Act filing fee) and make all other payments to any Governmental Authority in order to obtain any such Consent or make any such registrations, declarations, or filings.

4.3.2 Without limitation of the foregoing, the Parties agree to, and, if applicable, shall cause their Affiliates to, file promptly (but in no event later than 10 Business Days after the date hereof) any Notification and Report Forms and related material required to be filed with the United States Federal Trade Commission and the Antitrust Division of the United States Department of Justice under the HSR Act with respect to the Transactions and to supply as promptly as practicable to the appropriate Governmental Authorities any additional information and documentary material that may be requested pursuant to the HSR Act. The Parties agree to, and, if applicable, shall cause their Affiliates to, make as promptly as practicable any filings and notifications, jointly determined by the Parties to be required for consummation of the Transactions, under any other applicable Antitrust Laws (including with respect to the Authorizations set forth on Schedule 7.1.2) and to supply as promptly as practicable to the appropriate Governmental Authorities any additional information and documentary material that may be requested pursuant to such Antitrust Laws. Neither Buyer, on the one hand, nor Seller, on the other hand, may (or may permit any of their respective Affiliates to), without the consent of the other Party (which consent shall not be unreasonably withheld, conditioned or delayed), (a) cause any such filing or submission applicable to it to be withdrawn or refiled for any reason, including to provide the applicable Governmental Authority with additional time to review the Transactions, or (b) consent to any voluntary extension of any statutory deadline or waiting period or to any voluntary delay of the consummation of the Transactions at the behest of any Governmental Authority.

4.3.3 Notwithstanding the foregoing or any other provision of this Agreement, none of Seller, Buyer or any of their respective Affiliates shall be required to (i) divest, hold separate, sell, license, discontinue or otherwise limit its ability to use any of its businesses, operations, technology, products, services, Contracts or other assets (including, prior to or after the Closing, the Business and the Purchased Assets), (ii) accept or implement the imposition of any limitation or regulation on the ability of such Person or any of its Affiliates to freely engage in or conduct its businesses in any market, geographic area or other jurisdiction or to own, control or retain any of its businesses, operations, technology, products, services, Contracts or other assets (including, after the Closing, the Business and the Purchased Assets), (iii) defend, litigate or contest any challenge or Litigation brought by any Governmental Authority or Person or (iv) submit to any order or consent decree providing for any of the foregoing actions.

4.3.4 For purposes of this Section 4.3, the “reasonable best efforts” of Seller and Buyer will not require Seller, Buyer or any of their respective Affiliates, or any of their Representatives to commence any litigation or arbitration proceeding, to waive or surrender any right, to modify any Contract, to offer or grant any accommodation or concession (financial or otherwise) to any third party or to otherwise suffer any detriment, to obtain any consent required for the consummation of the Transactions, to waive or forego any right, remedy, or condition hereunder, or to provide financing to Buyer for the consummation of the Transactions.

4.3.5 To the extent permitted by applicable Law or the applicable Governmental Authority, each of Buyer, on the one hand, and Seller, on the other hand, shall promptly notify the other of any communication it or any of its Affiliates receives from any Governmental Authority relating to the matters that are the subject of this Section 4.3 and permit

the other to review in advance any proposed communication by such Party to any Governmental Authority. Unless required by a Governmental Authority, neither Buyer, on the one hand, nor Seller, on the other hand, shall (or permit any of their respective Affiliates to) agree to participate in any communication with such Governmental Authority in respect of any filings, investigation (including any settlement of the investigation), litigation or other inquiry relating to this Section 4.3 unless it consults with the other in advance and, to the extent permitted by such Governmental Authority, gives the other the opportunity to attend and participate at such communication. Buyer, on the one hand, and Seller, on the other hand, will, and will cause their respective Affiliates to, coordinate and cooperate fully with each other in exchanging such information and providing such assistance as the other may reasonably request in connection with the foregoing and in seeking early termination or completion of any applicable waiting or review periods, including, those under the HSR Act. Buyer, on the one hand, and Seller, on the other hand, will promptly provide each other with copies of all correspondence, filings or communications between them or any of their Representatives or Affiliates, on the one hand, and any Governmental Authority or members of its staff, on the other hand, with respect to this Agreement and the Transactions; *provided, however*, that such materials may be redacted (x) to remove references concerning the valuation of the Tests, the Business, or the Purchased Assets, (y) as necessary to comply with contractual arrangements, and (z) as necessary to address reasonable attorney-client or other privilege or confidentiality concerns, to the extent that such attorney-client or other privilege or confidentiality concerns are not governed by a common interest privilege or doctrine.

4.4 Health Care Regulatory Transition. During the Pre-Closing Period, Seller shall, and shall cause its Affiliates to, cooperate reasonably with Buyer in identifying and preparing all notices, change-of-ownership or control filings, amendments, reissuances, new applications, laboratory-director or personnel filings, state in-state and out-of-state laboratory license applications and New York test-specific state submissions contemplated by the Regulatory Transition Plan and in planning the technical transfer and receiving-laboratory validation or verification of each Test. Such reasonable cooperation shall include timely access, subject to applicable Law and Seller's reasonable procedures, to the applicable facilities, equipment, records and personnel and, following reasonable review and comment by Seller, the execution of documents within Seller's or its Affiliates' control that are reasonably necessary to implement the Regulatory Transition Plan. Buyer shall control filings in the name of Buyer or its Affiliates, and Seller shall control filings relating to a Purchased Health Care Permit held by Seller or its Affiliates, in each case after reasonable advance consultation with the other Party and consideration in good faith of its timely comments.

4.5 Notices. During the Pre-Closing Period, each Party shall promptly, after any of its officers obtains actual knowledge of such matter, notify the other Party of (a) the occurrence of any event or condition or the existence of any fact that may reasonably be expected to cause any of the conditions to the obligations of the other Party to consummate the Transactions set forth in Article 7 not to be satisfied, or (b) any written notice or other written communication received from a Governmental Authority or from any Person indicating that the Transactions may require such Person's Consent; *provided, however*, that an unintentional failure to give notice under this Section 4.5 shall not be deemed to be a breach of covenant under this Section

4.5 and shall constitute only a breach of any underlying representation, warranty, covenant, agreement or obligation, as the case may be, that resulted in the need to provide such notice.

4.6 Exclusive Dealing. During the Pre-Closing Period, Seller shall not, and shall cause its Affiliates and their respective Representatives not to, (a) solicit, initiate, knowingly facilitate or knowingly encourage the submission of any Acquisition Proposal by any Person, (b) continue or participate in any discussions (other than solely to decline) or negotiations regarding, or furnish to any Person any non-public information, documents, materials or communications with respect to, a possible Acquisition Proposal, or (c) enter into or agree to enter into any letter of intent, memorandum of understanding, agreement in principle, merger agreement, acquisition agreement or similar Contract with respect to any Acquisition Proposal by any Person or otherwise consummate any transaction with respect to any Acquisition Proposal. Seller shall, and shall cause its Affiliates and their respective Representatives to, immediately cease and cause to be terminated any existing discussions or negotiations with respect to any Acquisition Proposal. Seller shall promptly notify Buyer in writing of any Acquisition Proposal received by Seller or any of its Affiliates or their respective Representatives from any Person.

4.7 Amendment to Patent License Agreement. The Parties shall, during the Pre-Closing Period, negotiate in good faith, and, no later than the Closing, execute and deliver, or cause their applicable Affiliates to execute and deliver, an amendment to the Patent License Agreement pursuant to which Buyer shall grant, or cause the applicable assignee to grant, to Seller and its Affiliates a non-exclusive, worldwide, royalty-free, fully paid-up, perpetual and irrevocable license under the Patent Rights set forth on Schedule 4.7, extending to all fields and purposes other than the Exploitation of products, tests or services in the Labcorp Field (as defined in the Patent License Agreement), which license shall be sublicensable only to those persons or entities acting on behalf of Seller or its Affiliates (the “**Patent License Amendment**”). Such Patent License Amendment will provide that the license becomes effective simultaneously with the assignment of such Patent Rights at the Closing and, notwithstanding anything to the contrary in the Patent License Agreement, will not be subject to termination.

4.8 IT Security Assessment. As promptly as practicable following the date hereof, Seller shall cause Black Duck Software, Inc. and GuidePoint Security LLC (the “**IT Consultants**”) to (a) conduct an information technology and cybersecurity assessment, pursuant to a scope of work determined by Seller in reasonable consultation with Buyer, of the information technology systems that are used in, and material to, the Business (the “**IT Systems**”) and (b) deliver a final written report of the findings of such assessment as promptly as practicable following the completion of such assessment (the “**IT Assessment Report**”). Seller shall have a reasonable opportunity to review and comment on any draft findings prior to finalization of the IT Assessment Report, and shall provide Buyer with those portions of the IT Assessment Report to the extent relating to the Business, subject to Section 5.4 and such other reasonable measures as Seller determines are necessary to protect the security of Seller’s and its Affiliates’ systems and to preserve any applicable privilege. If the IT Assessment Report identifies any recommended remedial actions with respect to IT Systems that are exclusively related to the Business and designated as “high” or “critical” (or similar designations) in accordance with such IT Consultants’ customary assessment methodology (the “**Specified**

Remediation Items”), Seller shall use commercially reasonable efforts, at such costs and expenses as are reasonable under the circumstances, to address such Specified Remediation Items prior to the Closing; *provided* that in no event shall Seller or any of its Affiliates be required to take any action that would reasonably be expected to materially disrupt the operations of Seller or any of its Affiliates or violate any applicable Law or any Contract with a Third Party. To the extent that any such Specified Remediation Items are not addressed prior to the Closing, Seller and Buyer shall cooperate in good faith to develop a timetable and plan to address such Specified Remediation Items as promptly as practicable following the Closing, subject to the terms of the Transition Services Agreement (including with respect to allocation of costs and expenses). All fees and expenses of such IT Consultants shall be borne equally by Seller and Buyer. For clarity, nothing in the IT Assessment Report shall expand, modify or constitute an admission of breach of any representation or warranty of Seller contained in this Agreement and the failure to complete any Specified Remediation Items contemplated by this Section 4.8 will not have the effect of delaying the Closing.

ARTICLE 5 ADDITIONAL COVENANTS

5.1 Cooperation in Litigation and Investigations. Buyer and its Affiliates, on the one hand, and Seller and its Affiliates, on the other hand, will cooperate with each other in the defense, appeal or settlement of any Litigation, examination or audit involving the Business or the Tests for which the other party has responsibility under this Agreement by providing, subject to applicable Law, the other party and such other party’s legal counsel and other designated Persons access to employees, records, documents, data, facilities and other information regarding the Business or the Tests as such other party may reasonably request, to the extent maintained or under the possession or control of the requested party. The requesting party shall reimburse the other party for its reasonable out-of-pocket expenses paid to Third Parties in performing its obligations under this Section 5.1. Notwithstanding the foregoing, (a) this Section 5.1 shall not apply to any Litigation in which Buyer or any of its Affiliates, on the one hand, and Seller or any of its Affiliates, on the other hand, are opposing parties and (b) nothing contained in this Section 5.1 shall obligate Buyer, Seller or any of their respective Affiliates to (i) waive any privileges, including the attorney-client privilege, held by such Person, (ii) breach any duty of confidentiality owed to any other Person (whether such duty arises contractually, statutorily or otherwise) or any Contract with any other Person or (iii) violate any applicable Law (*provided* that, in any case in this clause (b), Buyer, Seller or their respective Affiliates, as the case may be, shall use its or their respective reasonable best efforts to obtain any required Consents and take such other reasonable action (such as the entry into a joint defense agreement or other arrangement to avoid loss of attorney-client privilege) to enable such Persons to satisfy their obligations under this Section 5.1).

5.2 Further Assurances. On the terms and subject to the conditions of this Agreement (including Section 4.3), each Party shall use its commercially reasonable efforts (except to the extent a higher standard is provided for herein, in which case, the applicable Party shall use efforts that meet such higher standard) to take or cause to be taken all actions and to do or cause to be done all things necessary or appropriate to satisfy the conditions to the Closing, to

consummate the Transactions and to comply promptly with all legal requirements that may be imposed on it or any of its Affiliates with respect to the Closing. Notwithstanding the foregoing or any other provision of this Agreement, neither Party nor their respective Affiliates shall be required to pay or commit to pay any amount to (or incur any obligation in favor of) any Person from whom any Consent may be required in order for the Closing to occur.

5.3 Publicity.

5.3.1 Other than the press release(s) to be agreed on by Buyer and Seller to be issued following the execution of this Agreement, neither Buyer nor Seller will issue or permit their respective Affiliates to issue any press release, website posting or other public announcement related to this Agreement, the Ancillary Agreements or the Transactions without the joint approval of Seller and Buyer, which approval shall not be unreasonably withheld, conditioned or delayed, except in any public disclosure which either Seller or Buyer, in its good faith judgment, believes is required by applicable Law or by any stock exchange on which its securities or those of its Affiliates are listed. If either Party, in its good faith judgment, believes such disclosure is required, such Party will use its commercially reasonable efforts to consult with the other Party prior to its issuance to allow the other Party to comment on such disclosure in advance of such issuance and to consider in good faith any timely revisions proposed by the other Party, as applicable, prior to making (or prior to any of its Affiliates making) such disclosure, and shall limit such disclosure to only that information which is legally required to be disclosed. Notwithstanding the foregoing, without the approval of the other Party, subject to the other terms and conditions of this Agreement (including Section 5.4), (a) Buyer and Seller and their respective Affiliates may communicate with Governmental Authorities and Seller and its Affiliates may communicate with their customers, suppliers, distributors or other Persons engaged in the Business, regarding this Agreement, the Ancillary Agreements and the Transactions, including in order to obtain Consents of or from any such Person necessary or desirable to effect the consummation of the Transactions, and (b) Buyer and Seller and their respective Affiliates may make public announcements and engage in public communications regarding this Agreement, the Ancillary Agreements and the Transactions, in the case of this clause (b), to the extent such announcements or communications are consistent with the Parties' prior public communications made in compliance with this Section 5.3.

5.3.2 If a Party or any of its Affiliates, based on the advice of its counsel, determines that this Agreement, or any of the other Ancillary Agreements, must be publicly filed with a Governmental Authority, then such Party or its applicable Affiliate, prior to making any such filing, shall provide the other Party and its counsel with a redacted version of this Agreement (and any other Ancillary Agreement) that it intends to file and consider in good faith any comments provided by the other Party or its counsel thereto, and use commercially reasonable efforts to ensure the confidential treatment by such Governmental Authority of those sections specified by the other Party or its counsel for redaction and confidentiality.

5.3.3 Notwithstanding any other provision of this Agreement, the requirements of this Section 5.3 shall not apply to any disclosure of Seller, Buyer, or any of their respective Affiliates, of any information concerning this Agreement, the Ancillary Agreements or the

Transactions in connection with any dispute between the Parties or their respective Affiliates regarding this Agreement, the Ancillary Agreements, or the Transactions.

5.4 Confidentiality.

5.4.1 Buyer acknowledges and agrees that the information provided to it, its Affiliates or its or their respective Representatives in connection with the Transactions, including pursuant to Section 4.1.1 and Section 5.5.1, is subject to the terms of the Letter Agreement dated October 20, 2025 (the “**Confidentiality Agreement**”), among the Parties or their respective Affiliates, as amended. Effective upon, and only upon, the Closing, the Confidentiality Agreement shall terminate with respect to information relating exclusively to the Purchased Assets, the Assumed Liabilities, and the Business; *provided, however*, that Buyer acknowledges and agrees that any and all other information provided to it by Seller or its Affiliates or Representatives concerning Seller or its Affiliates (other than information relating exclusively to the Purchased Assets, the Assumed Liabilities, and the Business) shall remain subject to the terms and conditions of the Confidentiality Agreement following the Closing.

5.4.2 Until the third anniversary of the Closing Date, Seller shall, and shall cause its Affiliates to, treat as confidential and shall safeguard any and all confidential or proprietary information, knowledge and data that (a) is obtained by Seller (or its Affiliates or Representatives) from Buyer (or its Affiliates or Representatives) in connection with this Agreement, any Ancillary Agreement or the Transactions or (b) relates exclusively to the Purchased Assets, the Assumed Liabilities, or the Business by using the same degree of care, but no less than a reasonable standard of care, to prevent the unauthorized use, dissemination or disclosure of such information, knowledge and data as Seller used with respect thereto prior to the execution of this Agreement; *provided, however*, that Seller shall and shall cause its Affiliates to treat as confidential and safeguard any trade secrets included within the information, knowledge and data described in the foregoing clauses (a) and (b) until the sixth anniversary of the Closing Date; *provided further, however*, that Seller and its Affiliates shall be entitled to disclose and use any such information, knowledge and data (a) in order to comply with applicable Law and their respective legal, regulatory, stock exchange, Tax and financial reporting requirements, (b) in connection with any Litigation and (c) in order to perform their respective obligations or exercise or enforce their respective rights and remedies under this Agreement or any Ancillary Agreement. The obligations of Seller and its Affiliates pursuant to this Section 5.4.2 shall not extend to any information, knowledge or data that is, except as a result of a disclosure by Seller or its Affiliates after the Closing in breach of this Agreement, generally available to the public or becomes available to Seller or its Affiliates from a Third Party that is not known to be under any contractual, legal or fiduciary obligation of confidentiality in respect of such information.

5.5 Post-Closing Access and Information.

5.5.1 After the Closing Date, Buyer shall, and shall cause its Affiliates to, on the one hand, and Seller shall, and shall cause its Affiliates to, on the other hand, grant to the other such access to financial records and other information in their possession related to their conduct of the Business and such cooperation and assistance, in each case, as shall be reasonably

required to enable the other to comply with their legal, regulatory, quality, stock exchange, Tax and financial reporting requirements and for any other reasonable business purpose, including in respect of Litigation and insurance matters (other than in connection with any Litigation between or among the Parties or their respective Affiliates arising out of the Transactions, with respect to which applicable rules of discovery shall apply); *provided*, that Seller shall not be required to provide or otherwise make available any income Tax Returns of Seller or its Affiliates to Buyer. Buyer, on the one hand, and Seller, on the other hand, shall promptly reimburse the other for such other's reasonable out-of-pocket expenses associated with requests made by such first Party under this Section 5.5.1, but no other charges shall be payable by the requesting Party to the other Party in connection with such requests.

5.5.2 Notwithstanding anything to the contrary contained in this Agreement, neither Party shall be required to disclose any information or provide any such access pursuant to this Section 5.5 if such disclosure or access would reasonably be expected, in such Party's reasonable judgment, to (a) breach, or take any action that could violate or breach, any fiduciary duty, duty of confidentiality owed to any Person (whether such duty arises contractually, statutorily or otherwise), Law (including any applicable Antitrust Law) or Contract with any other Person, (b) waive or jeopardize any privileges, including the attorney-client privilege or (c) disclose any trade secrets or other sensitive information (*provided* that, in any case, each Party and their respective Affiliates shall use their respective reasonable best efforts to obtain any required Consents and take such other reasonable action (such as the entry into a joint defense agreement or other arrangement to avoid loss of attorney-client privilege) to enable such Party to satisfy its obligations under this Section 5.5).

5.5.3 Notwithstanding anything to the contrary contained in this Agreement, Seller and its Affiliates may destroy such records and information in accordance with their prevailing records retention procedures to the extent such books and records are no longer required by Law to be maintained, so long as Seller and its Affiliates have previously provided copies of such records and information pursuant to Section 5.5.1.

5.6 Commercialization. From and after the Closing, except to the extent otherwise provided in any Ancillary Agreement, as between Seller and its Affiliates and Buyer and its Affiliates, (a) Buyer, at its own cost and expense, shall be responsible for and have sole discretion over the commercialization, marketing strategy, promotion, distribution and sale of the Tests in the Territory and shall independently determine and set prices for the Tests in the Territory; (b) Buyer shall be responsible, at its own cost and expense, for all marketing, advertising, promotional and labeling materials related to the Tests in the Territory; and (c) Buyer or its Affiliates shall be responsible for receiving and processing all orders, undertaking all invoicing, collection and receivables, and providing all customer service related to the sale or performance of the Tests in the Territory. Notwithstanding the foregoing, neither Buyer nor any of its Affiliates shall offer, perform or report patient results for a Test in any jurisdiction before the applicable Regulatory Readiness Date, except to the extent such Test is lawfully performed and reported by Seller, any of its Affiliates or another duly authorized laboratory pursuant to an Ancillary Agreement or other lawful interim arrangement. Nothing in this Agreement shall require Seller or any of its Affiliates to permit Buyer or its Affiliates to conduct testing under

Seller's or such Affiliate's CLIA certificate or other Health Care Permit except as expressly provided in an Ancillary Agreement.

5.7 Regulatory Transition; Laboratory Authorizations.

5.7.1 Schedule 5.7.1 sets forth, by Test, laboratory, legal holder and jurisdiction, the actions and target dates required to Transfer each Purchased Health Care Permit to Buyer or its designated Affiliate (such schedule, the "**Regulatory Transition Plan**"), including whether each such Purchased Health Care Permit (a) is lawfully transferable or assignable, (b) requires an amendment, reissuance, continuation, new application or other filing in the name of Buyer or its Affiliate, (c) is a test-specific New York state approval or (d) is to be surrendered after it is no longer needed.

5.7.2 Except to the extent provided otherwise in any Ancillary Agreement, Buyer and Seller shall (and shall cause their respective Affiliates to) use their respective commercially reasonable efforts to (a) cooperate with one another (which, in the case of each Party, shall include the obligation to execute documents promptly upon request to the extent necessary to timely effect the Transfers) and (b) complete and execute all documentation required, in each case, to effect the Transfer of the Purchased Health Care Permits as soon as reasonably practicable following the Closing and in accordance with the Regulatory Transition Plan. Where, pursuant to applicable Law, Buyer, as the transferee of a Health Care Permit, is permitted or required to file documents with a Regulatory Authority to effectuate the Transfer of such Purchased Health Care Permit to Buyer or its designated Affiliate, Buyer shall prepare and file all documents necessary to Transfer such Purchased Health Care Permit as soon as reasonably practicable and subject to the Regulatory Transition Plan. Where, pursuant to applicable Law, Seller, as the holder of a Purchased Health Care Permit, is required to file documents with a Regulatory Authority to effectuate the Transfer of such Purchased Health Care Permit, Seller shall prepare and file all documents necessary to Transfer such Purchased Health Care Permit as soon as reasonably practicable following the Closing. As soon as reasonably practicable and subject to the Regulatory Transition Plan, Buyer shall prepare and file all documents necessary to Transfer the Purchased Health Care Permit in the Territory where, pursuant to applicable Laws, either Buyer or Seller may file such required documents. The filing Party shall use commercially reasonable efforts to provide the non-filing Party with advance drafts of any documents to be filed with a Regulatory Authority pursuant to this Section 5.7 reasonably prior to the filing Party filing such documents with such Regulatory Authority and give the non-filing Party the right to review and comment on the same. The filing Party shall consider in good faith any reasonable comments timely provided by the non-filing Party. The filing Party shall (and shall cause its respective Affiliates, as applicable, to) use commercially reasonable efforts to submit the relevant documents to the relevant Regulatory Authority on or prior to the deadline for submission for such Purchased Health Care Permit as set forth in the Regulatory Transition Plan.

5.7.3 The Party that has responsibility for filing the documents with a Regulatory Authority to Transfer a Purchased Health Care Permit will (a) promptly notify the non-filing Party upon the making of any of its submissions to any Regulatory Authority for the

Transfer of such Purchased Health Care Permit (providing copies thereof) and the expected approval or effective date (if any is communicated or indicated to the filing Party by the Regulatory Authority); (b) provide the non-filing Party with material status updates as to such Transfers on an ongoing basis and promptly notify the other Party of any material communication (whether written or oral) from a Regulatory Authority in relation to a Transfer and give the non-filing Party reasonable notice of all meetings and telephone calls with any Regulatory Authority expected to have a material impact upon a Transfer and give the non-filing Party a reasonable opportunity to participate at each such meeting or telephone call; and (c) notify the non-filing Party in writing of the effectiveness of the Transfer of such Purchased Health Care Permit and the applicable Health Care Permit Transfer date, promptly following the applicable Regulatory Authority's approval or acknowledgment of such Transfer.

5.7.4 Except as otherwise provided in an Ancillary Agreement, each Party shall bear its own internal costs under this Section 5.7. Buyer shall bear governmental filing fees for new Health Care Permits or approvals issued to Buyer or its Affiliates and reasonable and documented out-of-pocket costs of post-Closing work performed solely at Buyer's written request. Seller shall bear the ordinary-course costs of maintaining its and its Affiliates' existing Health Care Permits and compliance through the Closing. After the Closing, Buyer shall reimburse Seller's out-of-pocket costs of maintaining a Health Care Permit solely to support an agreed transition service, as provided in the applicable Ancillary Agreement.

5.7.5 Unless otherwise required by applicable Law and subject to Section 5.7.2, from the Closing Date until the relevant Health Care Permit Transfer date for such Purchased Health Care Permit, Seller shall or shall cause its applicable Affiliate to use commercially reasonable efforts to (a) maintain in force each Purchased Health Care Permit held by it, (b) comply with the terms of any such Purchased Health Care Permit and (c) progress any renewal, amendment or other filing submitted before the Closing Date with respect to such Purchased Health Care Permit, in each case, at Seller's cost through the Closing. Any renewal, amendment or other filing to be submitted on or after the Closing Date shall be handled in accordance with the Regulatory Transition Plan and the cost-allocation principles set forth in Section 5.7.4.

5.7.6 If a Regulatory Readiness Date has not occurred by the Closing or the applicable target date in the Regulatory Transition Plan, the Parties shall cooperate in good faith to implement any lawful interim testing, reference-laboratory or transition-services arrangement expressly contemplated by an Ancillary Agreement or pursuant to an amendment to the applicable Ancillary Agreement that is mutually agreed in writing between the Parties. Until the earlier of the applicable Regulatory Readiness Date and 3 months after the Closing, Seller shall not, and shall cause its Affiliates not to, withdraw, surrender or transfer to a Third Party any Health Care Permit reasonably necessary for any mutually agreed interim arrangement without Buyer's prior written consent, except as required by applicable Law or a Regulatory Authority. Nothing in this Section 5.7.6 shall require Seller or its Affiliates to continue any interim arrangement beyond the period or scope expressly agreed in the applicable Ancillary Agreement.

5.7.7 Legal title to a Purchased Health Care Permit that is lawfully transferable or assignable shall pass to Buyer or its designated Affiliate only upon the effectiveness of such Transfer under applicable Law. A Health Care Permit newly issued in the name of Buyer or its Affiliate shall be owned by such Person. For the avoidance of doubt, the acquisition of assets, facilities, equipment, personnel, data or Know-How relating to a Test does not, by itself, authorize Buyer or any of its Affiliates to perform or report such Test under a Health Care Permit held by Seller or another laboratory.

5.7.8 Each Party shall, and shall cause its Affiliates to, provide such reasonable assistance to the other Party as is necessary for the other Party to make any filings contemplated to be made by it under this Section 5.7; *provided*, that in connection with the activities contemplated by this Section 5.7, neither Seller nor any of its Affiliates shall be required to (a) conduct any additional studies (or extensions of existing studies) or generate any additional data, (b) reformat any Purchased Regulatory Documentation in connection with the activities contemplated under this Section 5.7; or (c) take any actions to change the status of a Purchased Health Care Permit from “withdrawn” to “active.”

5.8 Regulatory Responsibilities; Inquiries and Corrective Actions.

5.8.1 Subject to the Ancillary Agreements, Seller and its Affiliates shall retain responsibility, at their cost and expense (except to the extent such costs and expenses constitute Assumed Liabilities), for compliance with Health Care Laws and Data Protection Laws, required reports and communications with Regulatory Authorities, complaints, quality or performance issues and corrective actions arising from (a) Tests performed or reported by Seller or its Affiliates on or before the Closing Date and (b) Tests performed or reported by Seller or its Affiliates after the Closing under an Ancillary Agreement. Buyer and its Affiliates shall be responsible, at their cost and expense, for (i) obtaining and maintaining the Health Care Permits required for their post-Closing operations, (ii) completing the validation, verification and other go-live requirements for Tests performed by them, (iii) reports and communications with Regulatory Authorities concerning their post-Closing conduct, (iv) Buyer’s Test Labeling, marketing, advertising, billing and customer communications and (v) rebranding, data migration, systems integration and other transition activities. Each Party shall consult the other reasonably in advance of any material communication or filing any report with any Governmental Authority that identifies the other Party or its Affiliates or relates materially to conduct for which the other Party is responsible, shall consider in good faith the other Party’s timely comments and neither Party shall make an admission on behalf of or agree to impose a material obligation on the other Party without the other Party’s prior written consent, except as required by applicable Law.

5.8.2 Without limiting Sections 2.1.3 and 2.1.4, Buyer hereby grants to Seller and its Affiliates, effective from and after the Closing Date, for as long as reasonably necessary, the right to use, submit, disclose and otherwise reference, and to authorize their service providers to use solely on their behalf, and receive copies of those portions of the Buyer Health Care Permits and Documentation reasonably necessary for Seller or its Affiliates to comply with applicable Law or to perform their obligations under this Agreement or any Ancillary Agreement. Seller and its Affiliates shall use such materials solely for such purposes, shall not

use such materials to support unrelated commercial or regulatory activities and shall disclose only the minimum necessary information to service providers bound by written confidentiality, privacy and data-security obligations no less protective than those set forth in Section 5.4. Upon Seller's reasonable request, Buyer promptly shall provide to Seller and its Affiliates at Seller's cost and expense, copies of the Buyer Health Care Permits and Documentation reasonably requested for such purposes. No license or right is granted under Buyer's proprietary post-Closing validation data, analyses, Know-How or other work product, or under a Health Care Permit unrelated to Seller's pre-Closing conduct or transition services, except to the extent reasonably necessary for Seller or its Affiliates to comply with applicable Law or perform their obligations under this Agreement or any Ancillary Agreement.

5.8.3 Except as otherwise provided in an Ancillary Agreement, Seller shall be responsible for and shall handle customer complaints to the extent relating to a Test reported by Seller or its Affiliates prior to the Closing Date or reported by Seller or its Affiliates on or after the Closing Date under an Ancillary Agreement, and Buyer shall be responsible for and shall handle customer complaints and inquiries to the extent relating to a Test reported by Buyer or its Affiliates on or after the Closing Date. Each Party shall promptly forward to the other Party any complaint for which the other Party is responsible and shall provide reasonable cooperation and relevant records; *provided* that neither Party nor any of its Affiliates shall be required to disclose any information if such disclosure would reasonably be expected, in such Party's reasonable judgment, to (a) breach, or take any action that could violate or breach, any fiduciary duty, duty of confidentiality owed to any Person (whether such duty arises contractually, statutorily or otherwise), Law or Contract with any other Person or (b) waive or jeopardize any privileges, including the attorney-client privilege (*provided*, that, in any case, the applicable Party and its Affiliates shall use their respective reasonable best efforts to obtain any required Consents and take such other reasonable action (such as the entry into a joint defense agreement or other arrangement to avoid loss of attorney-client privilege) to enable such Party to satisfy its obligations under this Section 5.8.3).

5.8.4 Each Party shall bear the cost of any investigation, corrective action, product withdrawal or discontinuation in accordance with Section 2.3, subject to the applicable Ancillary Agreements. Such Party shall consult the other Party in advance to the extent the action would reasonably be expected to materially affect the other Party's Health Care Permits, legal obligations, retained names or marks or material liabilities, and shall consider in good faith the other Party's timely comments. Either Party may take immediate action reasonably necessary to protect patient safety or comply with applicable Law, with prompt written notice to the other Party. Neither Party may settle a matter, make an admission on behalf of the other Party or agree to injunctive or other non-monetary relief materially binding on the other Party without its prior written consent, not to be unreasonably withheld, conditioned or delayed. Any unresolved dispute shall be escalated promptly to the executives identified by the Parties, but the Party legally responsible for the applicable conduct shall retain final decision-making authority with respect to such conduct.

5.9 Wrong Pockets. During the term of the Transition Services Agreement, if either Buyer or Seller becomes aware that any of the Purchased Assets has not been transferred to

Buyer or that any of the Excluded Assets has been transferred to Buyer, it shall promptly notify the other Party in writing and the Parties shall, as soon as reasonably practicable, ensure that such property is transferred, at Seller's expense in the case of a Purchased Asset and at Buyer's expense in the case of an Excluded Asset, and with any necessary prior Third Party Consent, to (a) Buyer, in the case of any Purchased Asset which was not transferred to Buyer at the Closing, or (b) Seller, in the case of any Excluded Asset which was transferred to Buyer.

5.10 Accounts Receivable; Accounts Payable.

5.10.1 Accounts Receivable. The Parties acknowledge and agree that all Pre-Closing Accounts Receivable shall remain the property of Seller or its applicable Affiliate and shall be collected by Seller or its Affiliates subsequent to the Closing. In the event that, subsequent to the Closing, Buyer or an Affiliate of Buyer receives any payments from any obligor with respect to any Pre-Closing Accounts Receivable, then Buyer shall, within 30 days after receipt of such payment, remit the full amount of such payment to Seller or its applicable Affiliate. In the case of the receipt by Buyer of any payment from any obligor of both Seller or its Affiliates, on the one hand, and Buyer or its Affiliates, on the other hand, then, unless otherwise specified by such obligor, such payment shall be applied first to amounts owed to Buyer or its Affiliates with the excess, if any, remitted to Seller or its Affiliates. In the event that, subsequent to the Closing, Seller or any of its Affiliates receives any payments from any obligor with respect to an account receivable of Buyer or any of its Affiliates for any period after the Closing Date, then Seller or its Affiliates shall, within 30 days after receipt of such payment, remit the full amount of such payment to Buyer or its Affiliate. In the case of the receipt by Seller or its Affiliates of any payment from any obligor of both Seller or its Affiliates, on the one hand, and Buyer or its Affiliates, on the other hand, then, unless otherwise specified by such obligor, such payment shall be applied first to amounts owed to Seller or its Affiliates with the excess, if any, remitted to Buyer or its Affiliates.

5.10.2 Accounts Payable. In the event that, subsequent to the Closing, Buyer or its Affiliates receive any invoices from any Third Party with respect to any account payable of the Business outstanding as of the Closing, then Buyer shall, within 30 days after receipt of such invoice, provide such invoice to Seller. In the event that, subsequent to the Closing, Seller or its Affiliates receive any invoices from any Third Party with respect to any account payable of Buyer or any of its Affiliates with respect to the Business for any period after the Closing, then Seller or its Affiliates shall, within 30 days after receipt of such invoice, provide such invoice to Buyer.

5.11 Certain Tax Matters.

5.11.1 Transfer Taxes. Buyer and Seller shall each be responsible for 50 percent of all Transfer Taxes. The Party required by applicable Law to file any return, report, notice or other form with respect to a Transfer Tax shall timely file such document, and the Party required by applicable Law to remit such Transfer Tax shall timely remit such Transfer Tax. To the extent either Party pays more than its 50 percent share of any Transfer Tax, the other Party shall reimburse such excess within 10 Business Days after receipt of reasonable supporting documentation. Each Party shall bear any interest, penalties or additions attributable to such

Party's breach of this Section 5.11.1 or failure to timely file, pay, provide information or furnish a certificate for which such Party is responsible. The Parties shall reasonably cooperate in the preparation and filing of all documents relating to Transfer Taxes, and the Parties shall take commercially reasonable actions to mitigate and eliminate any Transfer Taxes to the extent permitted by applicable Law.

5.11.2 Straddle Taxes. For any Straddle Tax Period, the amount of Taxes attributable to the Pre-Closing Tax Period shall be determined with respect to the Purchased Assets or the Business (i) on the basis of a deemed closing of the books and records as of the end of the Closing Date in the case of any gross receipts, income, transaction, withholding, payroll, employment and similar Taxes, and (ii) in the case of any property, ad valorem, and similar Taxes, and any Taxes not described in clause (i), by multiplying the amount of such Taxes for the entire Straddle Tax Period by a fraction, the numerator of which is the number of days in the Straddle Tax Period from the beginning of the Straddle Tax Period through and including the Closing Date, and the denominator of which is the number of days in the entire Straddle Tax Period.

5.11.3 Assistance and Cooperation. Buyer and Seller shall cooperate fully, as and to the extent reasonably requested by the other Party, in connection with the preparation and filing of any Tax Returns pursuant to this Section 5.11 and any claim with respect to Taxes. Such cooperation shall include the retention and, upon the other Party's request, the provision of records and information that are reasonably relevant to any such claim and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder.

5.11.4 Tax Contests. After the Closing, each of Buyer and Seller shall promptly notify the other in writing of any proposed assessment, Tax audit, administrative or judicial proceeding, or other demand or claim with respect to Taxes, of which such Party has been informed in writing by any Taxing Authority and that, if determined adversely to the taxpayer or after the lapse of time, could be grounds for indemnification under this Agreement. Such notice shall contain factual information (to the extent known to Seller or Buyer, as applicable) describing the asserted Liability for Taxes in reasonable detail and shall include copies of any notice or other document received from any Taxing Authority in respect of any such asserted Liability for Taxes; *provided*, that failure to so notify Seller or Buyer, as applicable, shall not relieve any Party of its obligations hereunder unless and to the extent such Party is actually and materially prejudiced thereby.

5.11.5 Tax Refunds. Seller shall be entitled to any refunds of Taxes economically borne by Seller or its Affiliates in respect of the Purchased Assets relating to any Pre-Closing Tax Period (including the portion of any Straddle Tax Period that is a Pre-Closing Tax Period) received by Buyer or its respective Affiliates in cash, including such refunds received by way of any credits actually and properly applied in accordance with applicable Law against their respective cash Tax liability for any Pre-Closing Tax Period; *provided*, that such refund or credit relates to the jurisdiction, type of Tax and Pre-Closing Tax Period listed on Schedule 5.11.5, except to the extent such refund or credit (a) is reflected in the determination of

Final Purchase Price, (b) is attributable to a change in applicable Law after the date hereof or to the carryback of any losses or other Tax attributes from a period (or portion thereof) beginning after the Closing Date, or (c) is required to be paid to a third party pursuant to an agreement entered into prior to Closing. Buyer shall pay over to Seller any such refund or the amount of any such credit, net of any expenses or Taxes incurred by Buyer or any of its Affiliates reasonably attributable to such refund or credit, within 15 days after receipt of such refund or actual and proper application of such credit by Buyer or an Affiliate, as applicable; *provided*, that (i) Buyer shall not be required to seek or claim any such refund or credit if doing so would reasonably be expected to materially and adversely affect the Buyer or any of its Affiliates and (ii) any amount otherwise payable pursuant to this Section 5.11.5 shall be reduced (but not below zero) by the amount of any unpaid claim for indemnification made by Buyer pursuant to Article 8. If any refund or credit to which Seller is entitled pursuant to this Section 5.11.5 is subsequently reduced or disallowed by the applicable Taxing Authority, Seller shall indemnify Buyer and its Affiliates for, and shall promptly repay to Buyer, the amount of such refund or credit previously paid over to Seller (together with any penalties, interest or other charges imposed by such Taxing Authority with respect thereto) within 30 days of written notice from Buyer together with evidence of such disallowance.

5.11.6 Records. Buyer agrees to use commercially reasonable efforts to retain all records relating to Taxes of the Purchased Assets for all taxable periods ending on or prior to the Closing Date until the expiration of the statutes of limitation (including any extensions thereof) for the taxable period or periods to which such records relate. Buyer and Seller agree to provide (in the case of Seller solely to the extent such records are in Seller's possession) each other with such information and assistance as is reasonably necessary, including access to records, other material and personnel, for the preparation of any Tax Return, audit or other examination by any Taxing Authority or Litigation related to liability for Taxes in connection with the Purchased Assets and the Business.

5.11.7 Purchase Price Allocation.

(a) As soon as practicable (and, in any event, within 90 days) after the final determination of the Final Purchase Price pursuant to Section 2.6, Buyer shall deliver to Seller a statement (the “**Allocation**”), allocating the Purchase Price, plus the Assumed Liabilities and any other amounts properly taken into account under Section 1060 of the Code (the “**Taxable Purchase Price**”), among the Purchased Assets in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder, and consistent with the allocation methodology set forth in Schedule 5.11.7 (the “**Allocation Methodology**”). If, within 20 days after the delivery of the Allocation, Seller notifies Buyer in writing that Seller objects to the allocation set forth in the Allocation, Buyer and Seller shall use commercially reasonable efforts to resolve such dispute within 30 days. In the event that Buyer and Seller are unable to resolve such dispute within 30 days, Buyer and Seller shall jointly retain the Independent Expert (which may in turn select an appraiser if needed) to resolve the disputed item or items, *provided*, that the Independent Expert shall render a determination only as to whether or not the Allocation is in accordance with the Allocation Methodology, and its determination shall not include any disagreement as to any matter of contractual interpretation. Upon resolution of such disputed

items, the allocation reflected in the Allocation shall be adjusted to reflect such resolution. All fees and expenses of the Independent Expert shall be borne equally by Seller and Buyer. For the avoidance of doubt, the Parties acknowledge and agree that, for U.S. federal (and applicable state and local) income Tax purposes, any obligations of Seller or its Affiliates with respect to deferred revenue or prepaid amounts that are (or are treated as) assumed by the Buyer or any of its Affiliates pursuant to this Agreement shall not be treated as giving rise to taxable income of Buyer (or any of its Affiliates) under the principles of *James M. Pierce Corp.*, 326 F.2d 67 (8th Cir. 1964).

(b) If the Taxable Purchase Price is adjusted after the Allocation is finalized pursuant to Section 5.11.7(a), then appropriate adjustments as determined by the Parties shall be made to the allocations described in this Section 5.11.7.

(c) Seller and Buyer shall, and shall cause their respective Affiliates to, act in accordance with the final versions of the allocations and forms described in this Section 5.11.7 in the preparation, filing, audit, examination or judicial proceeding of any Tax Return, unless required to do so by a final “determination” pursuant to Section 1313(a) of the Code.

5.11.8 Buyer Tax Acts. Buyer shall not, and shall not cause or permit any Affiliate of Buyer to commit any Buyer Tax Acts.

5.11.9 Survival of Tax Covenants. The covenants contained in this Section 5.11 shall survive until 30 days after the expiration of the applicable statute of limitations (including any extensions or tolling thereof).

5.12 Retained Names and Marks.

5.12.1 Retained Names and Marks.

(a) Buyer hereby acknowledges that Seller or its Affiliates own all right, title and interest in and to the company names, trade names, logos, trade dress and other Trademark Rights set forth on Schedule 5.12.1, together with all variations, translations, transliterations and acronyms thereof and all company names, Trademark Rights and all other identifiers of source or goodwill containing, incorporating or associated with any of the foregoing (collectively, the “**Retained Names and Marks**”), and that, except as expressly provided below, neither Buyer nor its Affiliates shall have any right to use the Retained Names and Marks.

(b) Subject to the terms and conditions of this Agreement, Buyer shall, during the Applicable Transition Period, be entitled to use (and shall have a limited non-exclusive, non-transferable license to use, without the right to sublicense, the Retained Names and Marks solely as such Retained Names and Marks are used therein or thereon at Closing) the Business’s existing stocks of promotional materials, website and portal content, packaging, labeling, customer communications and other documents and materials in existence at the Closing and included within the Purchased Records (collectively, the “**Existing Promotional Stock**”), in each case, solely in connection with the Exploitation of the Tests as Exploited by

Seller and its Affiliates as of immediately prior to the Closing. Buyer shall not create any new materials bearing the Retained Names and Marks, except for non-material modifications required by applicable Law that are approved in advance by Seller in writing (such approval shall not be unreasonably withheld, conditioned or delayed). Buyer shall, at its sole cost and expense, remove or obliterate the Retained Names and Marks from the Existing Promotional Stock, websites, portals and customer communications, or cease using them, as soon as reasonably practicable and in all events before expiration of the Applicable Transition Period; *provided* that Buyer may use Existing Promotional Stock during such period only to the extent it is impracticable to remove or obliterate the Retained Names and Marks or use replacement materials that do not contain them.

(c) Subject to the terms and conditions of this Agreement, Seller (on behalf of itself and its Affiliates) hereby grants to Buyer and its Affiliates a limited, non-exclusive, royalty-free, non-assignable, non-sublicensable license to use the Retained Names and Marks solely as they appear on Seller Labeled Tests and solely to distribute and sell such Seller Labeled Tests in the Territory during the Applicable Transition Period. The foregoing license shall terminate on the earlier of (i) expiration of the Applicable Transition Period and (ii) termination by Seller upon written notice if Buyer materially breaches its obligations under this Section 5.12 with respect to the Retained Names and Marks and fails to cure such breach within 30 days after written notice from Seller. Following expiration or earlier termination, Buyer shall cease all use of the Retained Names and Marks and, at its sole cost and expense, relabel or destroy any remaining Seller Labeled Tests.

(d) During and after the Applicable Transition Period, Buyer shall not, and shall and hereby does cause its Affiliates not to, adopt, use, register or seek to register any Trademark Rights, or any domain name or social media identifier that contains a term, that is substantially similar to, confusingly similar to or dilutive of any of the Retained Names and Marks (together with all variations, translations, transliterations and acronyms thereof).

5.12.2 Limitation of Rights; Quality Standards.

(a) Except as expressly provided in this Agreement or in any Ancillary Agreement, no right to use the Retained Names and Marks is granted by Seller or its Affiliates to Buyer or its Affiliates, whether by implication or otherwise, and nothing hereunder permits Buyer or its Affiliates to use the Retained Names and Marks in any manner, other than as expressly permitted under this Agreement or in any Ancillary Agreement, or to register or seek to register, or to permit any Third Party to register or to seek to register in any jurisdiction, any of the Retained Names and Marks. Neither Seller nor any of its Affiliates shall have any obligation hereunder to maintain or undertake, the registration, maintenance, prosecution or defense of any of the Retained Names and Marks.

(b) Buyer shall ensure that all use of the Retained Names and Marks permitted under this Section 5.12 shall (i) comply with all written trademark usage restrictions and guidelines furnished by Seller or its Affiliates to Buyer and (ii) comply with all applicable Laws (collectively, the “**Quality Standards**”). At Seller’s reasonable request, Buyer shall furnish representative samples of labeling, packaging, website or portal content, customer

communications and advertising, marketing or promotional materials bearing the Retained Names and Marks and shall promptly make any changes reasonably requested by Seller to comply with the Quality Standards.

(c) Any and all goodwill generated by the use of the Retained Names and Marks as permitted under this Section 5.12 shall, in each case, inure solely to the benefit of Seller and its Affiliates (or its or their licensors, as applicable), and if Buyer (or any of its Affiliates and its and their sublicensees) obtains any goodwill, right, title or interest in or to any of the Retained Names and Marks, Buyer shall assign, and shall and does hereby cause its Affiliates and its and their sublicensees to assign, and hereby irrevocably assigns, to Seller or its Affiliates (or its or their licensors, as applicable) all such goodwill, rights, title and interests. Buyer shall not, and shall and does hereby cause its Affiliates not to, use the Retained Names and Marks in any manner that may damage or tarnish the reputation of Seller or its Affiliates (or its or their licensors, as applicable) or the goodwill associated with the Retained Names and Marks, or take any action that may adversely affect Seller's or its Affiliates' (or its or their licensor(s)) rights in any of the Retained Names and Marks or the validity, enforceability or distinctiveness of any of the Retained Names and Marks or any registrations or applications therefor.

5.12.3 Responsibility for Use of Retained Names and Marks. Buyer agrees that none of Seller or its Affiliates (or any of its or their licensors) shall have any responsibility for claims by Third Parties arising out of, or relating to, the use by Buyer or its Affiliates of any Retained Names and Marks.

5.12.4 Destruction and Disposal. Following the end of the Applicable Transition Period for the Finished Inventory, Buyer shall be solely responsible for (including the cost of) the destruction and disposal of, or relabeling of, any remaining units of specimen collection kits included in the Finished Inventory and any other Seller Labeled Test, in either case, that is in Buyer's or any of its Affiliates' possession.

5.13 Insurance. The coverage under all insurance policies related to the Business and the Purchased Assets and arranged or maintained by Seller or any of its Affiliates is only for the benefit of Seller and such Affiliates, and not for the benefit of Buyer or any of its Affiliates. As of the Closing Date, Buyer agrees not to seek, through any means, to benefit from any of Seller's or its Affiliates' insurance policies which may provide coverage for claims relating in any way to the Business, Purchased Assets and the Assumed Liabilities.

5.14 Services from Affiliates. Other than as may be provided pursuant to the terms of any Ancillary Agreement, Buyer acknowledges and agrees that any and all administrative, corporate, information technology, ordering, billing, reimbursement, customer support, laboratory, quality, regulatory, fulfillment and other services and benefits provided to the Business by Seller or its Affiliates prior to the Closing shall cease, and any agreement in respect thereof shall terminate with respect to the Business, as of the Closing Date, and thereafter, Seller's and its Affiliates' sole obligation with respect to the provision of any services with respect to the Business shall be as set forth in the Ancillary Agreements.

5.15 Seller Guarantees. Buyer acknowledges that in the course of conduct of the Business, Seller and its Affiliates may have entered into various arrangements (a) in which guarantees, letters of credit, bonds or similar arrangements were issued by Seller or its Affiliates and (b) in which Seller or its Affiliates are the primary obligors on other Contracts, in any such case to support or facilitate the Business. The arrangements entered into by Seller and its Affiliates referred to in the foregoing clauses (a) and (b) are set forth on Schedule 5.15, as such Schedule may be updated with Buyer's prior written consent, which may be granted or withheld in Buyer's sole discretion, not less than five Business Days prior to the Closing Date to add any other such arrangements that are related to the Business and discovered by Seller after the date of this Agreement, and are collectively hereinafter referred to as the "**Seller Guarantees**." It is understood that the Seller Guarantees shall not continue after the Closing. Buyer agrees that it shall use commercially reasonable efforts, with Seller's reasonable cooperation, to obtain or provide replacement Seller Guarantees solely to the extent such Seller Guarantees relate to the Business, which will be in effect at the Closing or, in the case of Seller Guarantees described in the foregoing clause (b), will either terminate the business transactions or programs of the Business supported or facilitated by such Seller Guarantees or arrange for itself or one of its Affiliates to be substituted as the primary obligor thereon as of the Closing through an assumption, accession, acknowledgment or similar agreement with the beneficiary of the applicable Seller Guarantee. In the event that Buyer is unable to satisfy the terms of the immediately preceding sentence, Buyer shall indemnify the Seller Indemnitees from and against, and reimburse and compensate them for, any and all Losses incurred by any of them relating to the Seller Guarantees to the extent arising out of obligations of the Business arising from and after the Closing and constituting Assumed Liabilities, but excluding any Losses arising out of or relating to any Excluded Liability, and shall not (i) amend, modify or renew any Contract subject to a Seller Guarantee in a manner that would increase, extend or otherwise adversely modify Seller's or its Affiliates' obligations under such Seller Guarantee or (ii) exercise any expansion or extension option under any Contract subject to a Seller Guarantee, in each case, without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed.

5.16 R&W Policy Terms. The R&W Policy shall provide that (a) the R&W Insurer shall have no right of subrogation against Seller or any of its Affiliates (except to the extent Seller committed Fraud) and the R&W Insurer has waived and shall not pursue any such right of subrogation (except to the extent Seller committed Fraud) and (b) Buyer is not obligated to bring any claim against Seller or any of its Affiliates prior to bringing a claim under the R&W Policy. Except as set forth in the immediately preceding sentence, Seller shall have no liability to the R&W Insurer under the R&W Binder or the R&W Policy. Buyer shall not, and shall cause its Affiliates not to, amend, modify or otherwise change, terminate or waive any provision of the R&W Policy (i) with respect to the waiver of subrogation set forth therein or (ii) in any manner that would reasonably be expected to be adverse to Seller and its Affiliates without Seller's prior written consent, such as with respect to the policy term, retention amount or coverage amount, including in any manner that could increase or expand the ability or rights of the insurer thereunder to bring an action against, or otherwise seek recourse from, Seller or any of its Affiliates. Buyer is solely responsible for any and all costs, expenses or other payments related to the R&W Policy and, prior to the Closing, Buyer shall pay or cause to be paid, all costs and

expenses related to the R&W Policy, including placement, the total premium, underwriting costs, brokerage fees and commissions and Taxes related to such policy and all other fees and expenses associated with such policy.

5.17 Delivery of Data Site Copy. Promptly, but no later than 10 Business Days, following the date of this Agreement, Seller shall deliver to Buyer a USB flash drive or other electronic storage device containing the true and complete contents of the Data Site as of the time at which this Agreement was executed and delivered by the Parties.

5.18 Non-Solicitation.

5.18.1 Until the date set forth on Schedule 5.18, Seller shall not, and shall cause its Affiliates not to, without the prior written consent of Buyer, solicit for employment or engagement (whether as an officer, employee or consultant or other independent contractor) any Transferred Employee; *provided, however*, that the restrictions of this Section 5.18.1 shall not apply to (a) the solicitation or hiring of any such employee whose employment by or term in office with Buyer or its Affiliate ceased more than six months prior to the commencement of any solicitation or employment discussions (so long as such person was not otherwise solicited in violation of this Agreement), (b) general solicitations or publicly advertised job openings available with Seller or its Affiliates (*e.g.*, through media advertisements of general circulation, employment search firms, online job boards, open job fairs and other similar means) that are not specifically targeted at Transferred Employees and the hiring of any such employee who applies for a position with Seller or its Affiliates in response to such a general solicitation or publicly advertised job opening available with Seller or its Affiliates or (c) the solicitation or hiring of any such employee who first contacts Seller or its Affiliates on their own initiative without any solicitation or encouragement from Seller or its Affiliates.

5.18.2 Until the date set forth on Schedule 5.18, Buyer shall not, and shall cause its Affiliates not to, without the prior written consent of Seller, directly or indirectly solicit, or encourage or direct any other Person to solicit, for employment or engagement (whether as an officer, employee or consultant or other independent contractor) any officer, director or management-level employee of Seller or its Affiliates (other than any Transferred Employee); *provided, however*, that the restrictions of this Section 5.18.2 shall not apply to (a) the solicitation or hiring of any such employee whose employment by or term in office with Seller or its Affiliate ceased more than six months prior to commencement of any solicitation or employment discussions (so long as such person was not otherwise solicited in violation of this Agreement), (b) general solicitations or publicly advertised job openings available with Buyer or its Affiliates (*e.g.*, through media advertisements of general circulation, employment search firms, online job boards, open job fairs and other similar means) that are not specifically targeted at such employees and the hiring of any such employee who applies for a position with Buyer or its Affiliates in response to a general solicitation or publicly advertised job opening available with Buyer or its Affiliates, (c) the solicitation or hiring of any such employee who first contacts Buyer or its Affiliates on their own initiative without any solicitation or encouragement from Buyer or its Affiliates or (d) the solicitation or hiring of any such employee made by any employees, agents or independent contractors of Buyer or its Affiliates who have not received

Evaluation Material (as defined in the Confidentiality Agreement) and who are not directed or encouraged to make such contact or solicitation by Buyer's or its Affiliates' employees, agents or independent contractors who have received Evaluation Material.

5.19 Non-Competition.

5.19.1 Until the date set forth on Schedule 5.19.1, Seller shall not, and shall cause its Affiliates not to, in any capacity, directly or indirectly, either for itself or through any other Person, engage in, or otherwise knowingly assist any Person engaging in, the commercialization in the Territory of any (a) LDT specifically designed for prenatal screening of genetic conditions or disorders other than cancer or (b) laboratory test used to predict the gender of a fetus (a "**Competing Business**").

5.19.2 Nothing in this Agreement or this Section 5.19 shall prohibit or restrict Seller or any of its Affiliates from (a) being a passive owner of, or acquiring passive ownership of, not more than 5% of the equity securities of a publicly traded Person engaged in a Competing Business, (b) complying with their respective obligations under this Agreement or any Ancillary Agreement, (c) acquiring (whether by merger, business combination, stock purchase, asset purchase or otherwise) a Person or business with respect to which not more than 15% of its total annual revenues (based on its latest annual consolidated financial statements) are attributable to a Competing Business, and continuing such Competing Business from and after such acquisition, (d) acquiring (whether by merger, business combination, stock purchase, asset purchase or otherwise) a Person or business that does not satisfy the requirements of clause (c) and continuing the applicable Competing Business from and after such acquisition; *provided* that Seller shall use commercially reasonable efforts to, within 12 months following consummation of such acquisition, divest such Competing Business or a portion thereof so that following such divestiture, not more than 15% of such Person's or business's total annual revenues (based on its latest annual consolidated financial statements) are attributable to the Competing Business; *provided* further, that, prior to soliciting offers from or entering into any agreement with a Third Party regarding such divestiture, Seller shall first notify Buyer in writing and afford Buyer a period of 30 days following such notice to negotiate in good faith with Seller regarding a potential acquisition of the applicable Competing Business (or portion thereof), or (e) entering into any joint venture, collaboration or other partnering arrangement with any Person that is engaged, directly or indirectly, in a Competing Business, so long as such joint venture, collaboration or other partnering arrangement does not involve a Competing Business. Notwithstanding anything to the contrary herein, this Section 5.19 (i) shall cease to be applicable to any Person at such time as it is no longer an Affiliate of Seller and (ii) shall not apply to any Person who acquires (whether by merger, business combination, stock purchase, asset purchase or otherwise) any securities or assets of Seller or any of its Affiliates and who, prior to entering into or consummating such acquisition, is not an Affiliate of Seller and, during the period (if any) from and after consummating such acquisition until the second anniversary of the Closing, does not use any assets of Seller or its Affiliates existing as of the time of such consummation to launch a Competing Business.

5.19.3 Seller acknowledges and agrees that the covenants contained in this Section 5.19 shall be construed as a series of separate covenants, one for each state, city or other political subdivision anywhere in the Territory.

ARTICLE 6 EMPLOYEES

6.1 Offers of Employment.

6.1.1 Schedule 6.1 sets forth the list of all employees of Seller or one of its Affiliates whose employment is anticipated to transfer to Buyer in connection with the Transactions (the “**Employees**”). Buyer shall inform Seller in writing, if Buyer reasonably determines, following Buyer’s extension of an offer of employment to the applicable Employee and Buyer’s receipt of any authorization or consent required by applicable Law, based on the results of a third party background check, that employing an Employee would violate a written hiring policy of Buyer. Buyer shall cooperate with Seller to resolve any such concern with respect to such an Employee. If such concern cannot be resolved, Buyer shall not be obligated to employ the applicable Employee in its reasonable discretion.

6.1.2 Not more than 15 Business Days after the date hereof, Buyer shall, or shall cause one or more of its Affiliates to, offer employment with Buyer or one of its Affiliates to each Employee (the “**Offer Employees**”), in a Comparable Position on the terms set forth in this Article 6. Each such offer shall be conditioned upon the applicable Employee satisfying Buyer’s written hiring policies based on the results of a background check conducted in accordance with Section 6.1.1 and applicable Law. Such employment with Buyer or one of its Affiliates shall commence as of the Closing Date or, with respect to any Offer Employee who is not actively at work as of the Closing Date (“**Leave Employees**”), Buyer shall offer employment to such Leave Employee on terms consistent with this Article 6 to be effective on the date that such Leave Employee presents himself or herself to Buyer or one of its Affiliates for active employment on or within three months following the Closing Date. Notwithstanding anything in this Agreement to the contrary, Buyer shall have no Liability with respect to any Leave Employee unless and until such employee returns to active employment on or within three months of the Closing Date and accepts Buyer’s offer of employment within seven days of confirming receipt of such offer. With respect to each such Leave Employee who accepts an offer of employment with Buyer in accordance with the foregoing, Buyer shall reimburse Seller promptly (in any event within 30 days) upon delivery of written request for such reimbursement, together with reasonably requested documentation, for 50% of all Liabilities, costs and expenses related to the employment of such Leave Employees, including the compensation and benefits payable to such Leave Employees, from the Closing Date until the date such Leave Employee’s employment transfers to Buyer or one of its Affiliates; *provided* that Buyer’s aggregate reimbursement obligations pursuant to this sentence shall not exceed \$1,000,000. For purposes of the remainder of this Article 6, with respect to any Leave Employee, the date that such Leave Employee commences active employment with Buyer or one of its Affiliates or the time of such commencement of employment shall be substituted for the terms “Closing Date” or “Closing,” respectively, wherever such term appears; *provided* that the foregoing substitution shall not apply

for purposes of determining the expiration of the Continuation Period. Each Offer Employee who is hired by Buyer or one of its Affiliates in accordance with this Section 6.1 shall be referred to as a “**Transferred Employee**.” Nothing herein shall be construed as a representation or guarantee by Seller or its Affiliates that any Employee will accept the offer of employment from Buyer or one of its Affiliates, or will continue in employment with Buyer or one of its Affiliates following the Closing. Buyer shall provide Seller with the template offer letter, relevant compensation values to be included in such offer letter, and any terms specific to one or more Employees at least five Business Days prior to the extension of such offers and will make such modifications thereto as are reasonably requested by Seller.

6.2 Terms of Employment.

6.2.1 Compensation and Benefits. Commencing on the Closing Date and ending on the first anniversary of the Closing Date (the “**Continuation Period**”), Buyer shall, or shall cause one or more of its Affiliates to, provide to each Transferred Employee: (a) employment in a Comparable Position, subject to termination in Buyer’s sole discretion after the Closing Date and the obligation of Buyer under Section 6.2.2, (b) base salary or wages that are no less favorable than the base salary or wages provided to such Transferred Employee immediately prior to the Closing Date, (c) cash incentive or bonus opportunities that are no less favorable than the cash incentive or bonus opportunities provided to such Transferred Employee immediately prior to the Closing Date, and (d) employee benefits and perquisites that are substantially comparable in the aggregate to those provided to similarly situated employees of Buyer or its Affiliates employing the Transferred Employees.

6.2.2 Severance. During the Continuation Period, Buyer shall, or shall cause one or more of its Affiliates to, provide each Transferred Employee with severance benefits on terms and conditions that are no less favorable than the severance benefits provided to similarly situated employees of Buyer and its Affiliates (the “**Buyer Severance Benefits**”). Seller shall be responsible for paying all Liabilities of Seller or its Affiliates arising out of or relating to the termination of any Transferred Employee’s employment with Seller or its Affiliates in connection with the Transactions. Seller intends for the termination of employment associated with each Transferred Employee who accepts an offer with Buyer or Buyer’s Affiliate to be treated as a voluntary resignation of such Transferred Employee’s employment with Seller or Seller’s Affiliates. For the avoidance of doubt, Buyer and its Affiliates shall only be responsible for the Buyer Severance Benefits payable in connection with any termination of a Transferred Employee’s employment with Buyer or its Affiliates from and following the Closing.

6.2.3 Retirement Benefits. Effective as of the Closing Date, each Transferred Employee, who was eligible immediately prior to the Closing Date to participate in the qualified defined contribution plan sponsored by Seller or any of its Affiliates (the “**Seller 401(k) Plan**”), shall be eligible to participate in the defined contribution plan maintained by Buyer or one of its Affiliates that is qualified under Section 401(a) of the Code and includes a qualified cash or deferred arrangement within the meaning of Section 401(k) of the Code (the “**Buyer 401(k) Plan**”), in accordance with and on the same terms and conditions, including applicable eligibility and enrollment timing requirements, as apply to similarly situated employees of Buyer and its

Affiliates. Each Transferred Employee may elect to roll over any “eligible rollover distribution” (within the meaning of Section 402(c)(4) of the Code) from a qualified defined contribution plan sponsored by Seller or any of its Affiliates, including the Seller 401(k) Plan, into the Buyer 401(k) Plan to the extent, and on the same terms and conditions, that such rollovers are permitted under the Buyer 401(k) Plan, excluding any promissory note evidencing an outstanding participant loan.

6.2.4 Health and Welfare Benefits. Effective as of the Closing Date, each Transferred Employee (and his or her eligible dependents) shall be eligible to participate in the health and welfare benefit plans, programs and policies, including a group health plan, made available by Buyer or its Affiliates to similarly situated employees (the “**Buyer Welfare Benefit Plans**”). Buyer shall cause each Transferred Employee (and eligible dependents thereof) to be eligible to participate in each Buyer Welfare Benefit Plan on the Closing Date, or retroactively as of the Closing Date, such that there is no gap in coverage. Effective from and after the Closing Date and with respect to each Transferred Employee (and eligible dependents thereof), Buyer shall, and shall cause its Affiliates to use commercially reasonable efforts to: (a) waive any pre-existing condition exclusion, actively-at-work requirement, evidence of insurability, waiting period, pre-certification, ongoing treatment, or similar condition, limitation or requirement under all Buyer Welfare Benefit Plans and (b) provide full credit under all Buyer Welfare Benefit Plans that provide health benefits for any co-payments, deductibles, out-of-pocket maximums or similar payments made or incurred under an Employee Benefit Plan by such Transferred Employee (or covered dependent thereof) prior to the Closing Date for the plan year in which the Closing occurs.

6.2.5 Service Crediting. Effective from and after the Closing Date and with respect to each Transferred Employee, Buyer shall, and shall cause its Affiliates to, recognize the benefit service date recognized by Seller or its applicable Affiliate immediately prior to the Closing Date, including any service with a predecessor of Seller or its Affiliates to the extent reflected in such benefit service date for purposes of eligibility and vesting, and for purposes of determining levels of benefits for vacation, paid time off, and severance, under all Buyer Welfare Benefit Plans and any other employee benefit plans of Buyer and its Affiliates; *provided, however*, that such service need not be recognized (a) to the extent that such recognition would result in any duplication of benefits for the same period of service, (b) for any purpose under any defined benefit retirement plan, retiree welfare plan, equity-based incentive plan or long-term incentive plan (including any cash balance plan or employee stock purchase plan of Buyer or its Affiliates), (c) to the extent such service is not reflected in the benefit service date recognized by Seller or its applicable Affiliate immediately prior to the Closing, (d) for purposes of any plan, program or arrangement that is grandfathered or frozen, either with respect to level of benefits or participation, or (e) discretionary contributions under the Buyer 401(k) Plan.

6.3 Assumption of Liabilities and Responsibilities Relating to Transferred Employees.

6.3.1 Employment and Employee Benefits. Buyer shall, and shall cause one or more of its Affiliates to, assume, and be responsible for, all Liabilities with respect to

employment, employee benefits and related matters with respect to all Transferred Employees to the extent arising out of or relating to their employment with Buyer or its Affiliates from and after the Closing. Except as expressly allocated to Buyer under this Article 6, Buyer shall not be responsible for any Liabilities arising out of or relating to the employment or service of any Employee by Seller or its Affiliates prior to the Closing, including any Liability associated with the Employee Benefit Plans.

6.3.2 Retention Agreements. During the Pre-Closing Period, Seller shall establish a retention program in an aggregate amount, and allocated among such Offer Employees, as is mutually agreed to by Buyer and Seller, each acting reasonably (the “**Retention Program**”). Each eligible Offer Employee shall be required to enter into a retention agreement, which shall provide that (a) the Offer Employee must be employed through the Closing and become a Transferred Employee to be eligible for the retention award, (b) the retention award will be payable in cash in a single lump sum, (c) the Offer Employee must be employed by Buyer or Buyer’s Affiliate as of the conclusion of the retention period to receive the retention award, unless the Offer Employee is terminated without cause prior to the conclusion of such period, in which case such Offer Employee shall remain entitled to receive the retention award, subject to such Offer Employee executing a release of claims in favor of Seller, Buyer and their Affiliates, in accordance with applicable Law, and (d) except as otherwise required by applicable Law, the retention award shall be paid within 60 days after (i) if the Offer Employee remains employed through the conclusion of the retention period, the conclusion of the retention period or (ii) if the Offer Employee is terminated without cause prior to the conclusion of the retention period, the date of such termination (the “**Retention Agreements**”). The date as of which each Offer Employee executes the Retention Agreement shall begin the relevant retention period, which shall extend for a reasonable period beyond the Closing. Buyer shall, or shall cause one or more of its Affiliates to, assume, continue, and be responsible for, the Retention Agreements with each Transferred Employee. Upon the retention award becoming payable under the terms of the Retention Agreement, Buyer shall, or shall cause one or more of its Affiliates to, pay any amount due under such Retention Agreement to the Transferred Employee. Seller shall promptly reimburse Buyer for a pro-rated portion of the amount paid and due under the terms of the Retention Agreement as in effect immediately prior to the Closing, based on the number of days elapsed in the retention period as of the Closing.

6.3.3 Short-Term Incentives. Buyer shall, or shall cause one or more of its Affiliates to, continue each short-term incentive arrangement set forth on Schedule 6.3.3 in which a Transferred Employee participated as of immediately prior to the Closing through the end of the applicable incentive period. Buyer shall, or shall cause one or more of its Affiliates to, pay amounts due under each such arrangement, as in effect immediately prior to the Closing, at no less than “target” level. Seller shall promptly reimburse Buyer for a pro-rated portion of the target amount paid based on the number of days elapsed in the incentive period as of the Closing. For the avoidance of doubt, the obligations in this Section 6.3.3 are in addition to the obligations in Section 6.2.1.

6.3.4 COBRA. Seller and its Affiliates shall be responsible for all Liabilities under COBRA and applicable similar Laws with respect to any qualifying event occurring on or

prior to the Closing, including any qualifying event arising as a result of the Transactions, and Buyer and its Affiliates shall be responsible for all such Liabilities with respect to qualifying events occurring after the Closing.

6.3.5 Vacation. Buyer shall not assume, and Seller shall retain and be solely responsible for, any and all Liabilities relating to accrued but unused vacation or other paid time off attributable to any period on or prior to the Closing Date, whether or not such Liabilities become due or payable before, on or after the Closing. From and after the Closing, Transferred Employees shall be eligible to accrue or otherwise receive vacation and paid time off solely in accordance with Buyer's applicable paid leave and paid time off policies and practices, including, where applicable, Buyer's flexible time off program, in each case subject to applicable Law.

6.3.6 Workers' Compensation. Effective as of the Closing, Buyer shall, or shall cause one or more of its Affiliates to, assume, and be responsible for, all workers' compensation benefits payable to or on behalf of the Transferred Employees, except that Seller and its Affiliates shall be responsible for all workers' compensation benefits payable under the terms and conditions of the workers' compensation programs maintained by Seller and its Affiliates for claims by or on behalf of Transferred Employees relating to events occurring prior to the Closing Date.

6.3.7 WARN. Buyer shall bear any and all Liability under the WARN Act arising at any time immediately following the Closing or thereafter with respect to Transferred Employees, including as a result of employment losses of Transferred Employees occurring after the Closing. Buyer acknowledges and agrees that even if not required in connection with the Transactions contemplated by this Agreement, Seller or any Affiliate of Seller may elect to provide WARN Act notices to any or all Employees prior to the Closing Date.

6.4 Cooperation. Following the date hereof, Seller shall, and shall cause its Affiliates to, and Buyer shall, and shall cause its Affiliates to, reasonably cooperate and use good faith efforts in all matters reasonably necessary to effect the transactions contemplated by this Article 6, including exchanging information and data relating to workers' compensation, employee benefits and employee benefit plan coverages (except to the extent prohibited by Law), making any and all required filings and notices, and making any and all required communications with Transferred Employees.

6.5 No Third Party Beneficiaries. No provision in this Article 6 or otherwise in this Agreement, whether express or implied, shall (a) create any third-party beneficiary or other rights in any employee or former employee of Seller or any of its Affiliates (including any beneficiary or dependent thereof); (b) create any rights to continued employment with Seller, Buyer or any of their respective Affiliates or in any way limit the ability of Seller, Buyer or any of their respective Affiliates to terminate the employment of any individual at any time and for any reason; (c) constitute or be deemed to constitute an amendment to any Employee Benefit Plan or any other employee benefit plan, program, policy, agreement or arrangement sponsored or maintained by Seller, Buyer or any of their Affiliates; or (d) alter or in any way limit the ability of Seller, Buyer or any of their respective Affiliates to amend, modify, or terminate any

Employee Benefit Plan or any other employee benefit plan, program, policy, agreement or arrangement sponsored or maintained by Seller, Buyer or any of their respective Affiliates.

ARTICLE 7

CONDITIONS PRECEDENT

7.1 Conditions to Obligations of Buyer and Seller. The obligations of Buyer and Seller to complete the Transactions are subject to the satisfaction at or prior to the Closing of the following conditions:

7.1.1 No Injunction. No Governmental Authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Law or Judgment (whether temporary, preliminary or permanent) which is in effect and restrains, enjoins or otherwise prohibits consummation of the Transactions;

7.1.2 Antitrust Laws. All waiting periods applicable to the Transactions under the HSR Act (and any extension thereof, including under any agreement between a Party and a Governmental Authority agreeing not to consummate the Transactions prior to a certain date) shall have expired or been terminated and all other Authorizations set forth on Schedule 7.1.2 with respect to any other applicable Antitrust Law shall have been received (by virtue of the expiration (including under any agreement between a Party and a Governmental Authority agreeing not to consummate the Transactions) or termination of any applicable waiting period); and

7.1.3 Material Consents. The Parties shall have obtained the Consents of the Persons set forth on Schedule 7.1.3 to the consummation of the Transactions, each in accordance with the terms of the applicable Contract set forth on such Schedule.

7.2 Conditions to Obligations of Buyer. The obligation of Buyer to complete the Transactions is subject to the satisfaction or waiver by Buyer at or prior to the Closing of the following additional conditions:

7.2.1 Representations and Warranties. The representations and warranties of Seller contained in Section 3.1, other than the Fundamental Representations contained in Section 3.1, shall be true and correct in all respects (disregarding all “material,” “in all material respects” and “Material Adverse Effect” qualifiers) at and as of the Closing Date as if made at and as of such date (except that those representations and warranties that address matters only as of a particular date need only be true and correct as of such date), except for breaches of such representations and warranties that would not have a Material Adverse Effect, the Fundamental Representations contained in Section 3.1 (other than Section 3.1.5(a) (*Title to Assets*)) shall be true and correct in all respects at and as of the Closing Date as if made at and as of such date (except that those representations and warranties that address matters only as of a particular date need only be true and correct in all respects as of such date), and the representations and warranties of Seller contained in Section 3.1.5(a) (*Title to Assets*) shall be true and correct in all respects at and as of the Closing Date as if made at and as of such date (except that those representations and

warranties that address matters only as of a particular date need only be true and correct in all respects as of such date), except for inaccuracies therein that, individually or in the aggregate, are *de minimis*;

7.2.2 Covenants. Seller shall have performed and complied with or caused to be performed and complied with, in all material respects, all covenants, agreements and obligations required to be performed or complied with by Seller on or prior to the Closing Date;

7.2.3 Material Adverse Effect. Since the date hereof, there shall not have been a Material Adverse Effect;

7.2.4 Closing Deliverables. Seller shall have delivered to Buyer each of the items required to be delivered at Closing pursuant to Section 2.5.2(a); and

7.2.5 Absence of Certain Litigation. No Governmental Authority shall have commenced any Litigation that seeks to restrain or prohibit the consummation of the Transactions, which Litigation remains pending.

7.3 Conditions to Obligations of Seller. The obligation of Seller to complete the Transactions is subject to the satisfaction or waiver by Seller at or prior to the Closing of the following additional conditions:

7.3.1 Representations and Warranties. The representations and warranties of Buyer contained in Section 3.2, other than the Fundamental Representations contained in Section 3.2, shall be true and correct in all respects (disregarding all “material,” “in all material respects” and “Buyer Material Adverse Effect” qualifiers) at and as of the Closing Date as if made at and as of such date (except that those representations and warranties that address matters only as of a particular date need only be true and correct as of such date), except for breaches of such representations and warranties that would not have a Buyer Material Adverse Effect; the Fundamental Representations contained in Section 3.2, shall be true and correct in all respects at and as of the Closing Date as if made at and as of such date (except that those representations and warranties that address matters only as of a particular date need only be true and correct in all respects as of such date);

7.3.2 Covenants. Buyer shall have performed and complied with or caused to be performed and complied with, in all material respects, all covenants, agreements and obligations required to be performed or complied with by Buyer on or prior to the Closing Date; and

7.3.3 Closing Deliverables. Buyer shall have delivered to Seller each of the items required to be delivered at Closing pursuant to Section 2.5.2(b).

7.4 Frustration of Closing Conditions. Neither Buyer nor Seller may rely on the failure of any condition set forth in this Article 7 to be satisfied if such failure was caused by such Party’s failure to comply with any provision of this Agreement.

ARTICLE 8 INDEMNIFICATION

8.1 Indemnification.

8.1.1 Indemnification by Seller. Subject to the provisions of this Article 8, from and after the Closing, Seller shall indemnify, defend and hold harmless Buyer and its Affiliates, and their respective officers, directors, employees, successors and permitted assigns (collectively, “**Buyer Indemnitees**”) from and against, and compensate and reimburse the Buyer Indemnitees for, any and all Losses actually suffered or incurred by any Buyer Indemnatee as a result of, arising out of, relating to or in connection with:

- (a) any inaccuracy in or breach of any representation or warranty of Seller in this Agreement that is a Fundamental Representation;
- (b) any failure of Seller to perform or any breach by Seller of any of its covenants, agreements or obligations contained in this Agreement;
- (c) any Excluded Assets;
- (d) any Excluded Liability; or
- (e) Fraud.

8.1.2 Indemnification by Buyer. Subject to the provisions of this Article 8, from and after the Closing, Buyer shall indemnify, defend and hold harmless Seller and its Affiliates, and their respective officers, directors, employees, successors and permitted assigns (collectively, “**Seller Indemnitees**”) from and against, and compensate and reimburse the Seller Indemnitees for, any and all Losses actually suffered or incurred by any Seller Indemnatee as a result of, arising out of, relating to or in connection with:

- (a) any inaccuracy in or breach of any representation or warranty of Buyer in this Agreement that is a Fundamental Representation;
- (b) any failure of Buyer to perform or any breach by Buyer of any of its covenants, agreements or obligations contained in this Agreement;
- (c) any Assumed Liability;
- (d) any Alternative Arrangement;
- (e) the use of the Retained Names and Marks by Buyer or any of its Affiliates in violation of or outside the scope permitted by Section 5.12; or
- (f) Fraud.

8.2 Claim Procedure.

8.2.1 Indemnification Claim Procedure. Except as provided in Section 8.2.2 with respect to Third Party Claims, in the event of a claim made by a Buyer Indemnatee or a Seller Indemnatee (the “**Indemnified Party**”), the Indemnified Party shall give reasonably prompt written notice to the Party that may be obligated to indemnify such Indemnified Party pursuant to Section 8.1, (the “**Indemnifying Party**”), which notice (an “**Indemnification Certificate**”) shall: (a) state the Losses that are or may be (if known at the time) subject to indemnification by the Indemnifying Party pursuant to Section 8.1.1 or Section 8.1.2, as applicable, and (b) specify in reasonable detail the individual items and amounts of such Losses (or a good faith estimate of the amount of such Losses to the extent the actual amount of Losses are unknown at such time), the basis for such anticipated Liability, and a description of the basis of such Indemnified Party’s claim for indemnification; *provided, however*, that the failure to give reasonably prompt notice shall not relieve the applicable Indemnifying Party of its indemnification obligations under this Agreement except to the extent that the Indemnifying Party is materially prejudiced by any delay in receiving such notice. In the event that the Indemnifying Party agrees to or is determined to have an obligation to indemnify or reimburse the Indemnified Party for Losses as provided in this Article 8, the Indemnifying Party shall, subject to the provisions of Section 8.2.2, promptly (but, in any event, within 30 days following such agreement or determination) pay such amount to the Indemnified Party by wire transfer of immediately available funds to the account specified in writing by the Indemnified Party. If the Indemnifying Party objects to all or a portion of the Indemnified Party’s claim made in the Indemnification Certificate, the Indemnifying Party (i) will notify the Indemnified Party of such objection by delivering a written statement (the “**Objection Notice**”) to the Indemnified Party within 30 days following receipt of the Indemnification Certificate and (ii) may defer making such payment, subject to delivery of an Objection Notice pursuant to the preceding clause (i). The Objection Notice shall indicate whether the Indemnifying Party objects to all or only a portion of the claim specified in the Indemnification Certificate and shall specify in reasonable detail the facts and circumstances supporting the Indemnifying Party’s basis and reasons for such objection. If the Indemnifying Party in its Objection Notice objects only to a portion of the claim set forth in the Indemnification Certificate (the amount of Losses claimed in the Indemnification Certificate to which the Indemnifying Party does not object shall be referred to herein as the “**Agreed Amount**”), then, subject to the limitations of this Article 8, such Indemnifying Party shall, within 10 Business Days following the delivery of such Objection Notice pay the Agreed Amount to the Indemnified Party. If an Indemnifying Party shall provide an Objection Notice in accordance with the provisions of this Section 8.2.1, the Indemnifying Party and the Indemnified Party shall attempt in good faith for a period of 20 days following the Indemnified Party’s receipt of the Objection Notice to agree upon the rights of the respective parties with respect to each of such claims. If no such agreement can be reached after such 20-day period of good faith negotiation, either the Indemnifying Party or the Indemnified Party may submit such Dispute for resolution in accordance with Section 10.1.2.

8.2.2 Third Party Claim Procedure.

(a) In the event an Indemnified Party becomes aware of a claim made by a Third Party (including any action or proceeding commenced or threatened to be commenced by any Third Party) (a “**Third Party Claim**”) that such Indemnified Party in good faith believes may result in an indemnification claim pursuant to Section 8.1, such Indemnified Party shall promptly (and in any event within 10 Business Days after becoming aware of such claim) notify the Indemnifying Party in writing of such Third Party Claim (such notice, the “**Claim Notice**”). The Claim Notice shall be accompanied by reasonable supporting documentation (if any) submitted by the Third Party making such claim and shall describe in reasonable detail (to the extent known by the Indemnified Party) the facts constituting the basis for such claim and the amount of the claimed damages; *provided, however*, that no delay or failure on the part of the Indemnified Party in delivering a Claim Notice shall relieve the applicable Indemnifying Party of its indemnification obligations under this Agreement except to the extent that the Indemnifying Party is materially prejudiced by any delay in receiving such notice.

(b) Within 45 days after receipt of any Claim Notice, (a) the Indemnifying Party may, upon written notice thereof to the Indemnified Party, assume control of the defense of the Third Party Claim referred to therein at the Indemnifying Party’s sole cost and expense (which shall be subject to Section 8.3) with counsel selected by the Indemnifying Party which must be reasonably satisfactory to the Indemnified Party, and (b) if the Indemnifying Party does not so assume control of the defense of such Third Party Claim, the Indemnified Party shall control the defense of such Third Party Claim. The party not controlling the defense of such Third Party Claim (the “**Non-Controlling Party**”) may participate therein at its own expense. The party controlling the defense of such Third Party Claim (the “**Controlling Party**”) shall keep the Non-Controlling Party reasonably advised of the status of such Third Party Claim and the defense thereof and shall consider in good faith recommendations made by the Non-Controlling Party with respect thereto. The Non-Controlling Party shall furnish the Controlling Party with such information as it may have with respect to such Third Party Claim (including copies of any summons, notice, complaint or other pleading that may have been served on such party and any written claim, demand, invoice, billing or other document evidencing or asserting the same), notify any insurer whose coverage is available to the Non-Controlling Party with respect to such claim and cooperate with the Controlling Party to coordinate other applicable insurance available to the Non-Controlling Party, and otherwise cooperate with and assist the Controlling Party in the defense of such Third Party Claim. Neither the Indemnified Party nor the Indemnifying Party shall admit any Liability or wrongdoing, agree to any settlement of, or the entry of any Judgment arising from, any such Third Party Claim without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed; *provided, however*, that the consent of the Indemnified Party shall not be required with respect to any such settlement or Judgment if (i) the Indemnifying Party agrees in writing to pay or cause to be paid any amounts payable pursuant to such settlement or judgment, (ii) such settlement or Judgment includes no admission of Liability or wrongdoing by or other obligation on the part of the Indemnified Party and includes a complete release of the Indemnified Party from any Liability with respect thereto, and (iii) such settlement or Judgment does not include injunctive or other nonmonetary relief affecting any Indemnified Party other than nonmonetary relief incidental to the monetary damages that does not materially restrict the operation of the business of the Indemnified Party.

(c) Notwithstanding the foregoing, the Indemnifying Party shall not have the right to assume or continue control of the defense of any Third Party Claim if such Third Party Claim (i) seeks injunctive or equitable relief, (ii) involves criminal allegations, or (iii) results in, or would reasonably be expected to result in, under applicable standards of professional conduct, an actual conflict of interest between the Indemnifying Party and the Indemnified Party in respect of such Third Party Claim that would make separate representation reasonably necessary, as determined by outside counsel of the Indemnified Party in writing (each of the foregoing, an “**Exception Claim**”). In the event that (A) the Indemnifying Party does not diligently prosecute, or fails to elect to assume control of the defense of any Third Party Claim in the manner set forth in Section 8.2.2(b), or (B) such Third Party Claim is, or at any time becomes, an Exception Claim, the Indemnified Party may defend against such Third Party Claim, and the reasonable and documented costs of the Indemnified Party’s counsel shall be at the expense of the Indemnifying Party to the extent such costs constitute Losses indemnifiable pursuant to Section 8.1.1 or Section 8.1.2, as applicable. In such circumstances, the Indemnified Party shall defend any such Third Party Claim in good faith and 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 prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed). The Indemnifying Party may participate in, but not control, any defense controlled by the Indemnified Party pursuant to this Section 8.2.2 and the Indemnifying Party shall bear its own costs and expenses with respect to such participation.

8.3 Limitations on Indemnification.

8.3.1 In no event shall Seller’s aggregate liability under this Article 8, except with respect to Section 8.1.1(e), exceed the amount of the Final Purchase Price.

8.3.2 No Party shall have any liability under this Article 8 for an otherwise indemnifiable Loss that is contingent unless and until such contingent Loss becomes actually suffered or incurred by the Indemnified Party and is due and payable, so long as the claim for such Loss was timely submitted pursuant to the provisions of this Article 8.

8.3.3 Each of the Parties agrees that in connection with a claim for indemnification under this Article 8, each Party shall mitigate any Losses related thereto upon and after becoming aware thereof as required by Delaware Law.

8.3.4 The amount of Losses recovered by an Indemnified Party under Section 8.1.1 or Section 8.1.2, as applicable, shall be reduced by (a) any amounts actually recovered by the Indemnified Party from a Third Party in connection with such claim, and (b) the amount of any insurance proceeds paid to the Indemnified Party relating to such claim (including under the R&W Policy). An Indemnified Party shall use its commercially reasonable efforts to collect insurance proceeds for any Loss that is subject to indemnification by any Indemnifying Party under Section 8.1.1 or Section 8.1.2, as applicable. If any amounts referenced in the preceding clauses (a) and (b) are received after payment by the Indemnifying Party of the full amount otherwise required to be paid to an Indemnified Party pursuant to this Article 8, the Indemnified Party shall repay to the Indemnifying Party, promptly after such receipt, any amount that the

Indemnifying Party would not have had to pay pursuant to this Article 8 had such amounts been received prior to such payment.

8.3.5 No Party shall be liable for any Loss to the extent arising from (a) a change in accounting, policy or practice made after the Closing, other than a change required to comply with any Law, policy or practice in effect on the date hereof, or (b) any Law not in force on the date hereof or any change in Law which takes effect retroactively; *provided, however*, that this Section 8.3.5 shall not apply with respect to Taxes.

8.3.6 In the event that an Indemnified Party has any rights against a Third Party with respect to any occurrence, claim or Loss that results in a payment by an Indemnifying Party under this Article 8, such Indemnifying Party shall be subrogated to such rights to the extent of such payment. Without limiting the generality of any other provision hereof, each Indemnified Party shall duly execute upon request all instruments reasonably necessary to evidence and perfect the subrogation and subordination rights detailed herein, and otherwise cooperate in the prosecution of such claims.

8.3.7 For the avoidance of doubt, no Indemnified Party shall be entitled to indemnification under this Article 8 in respect of any Loss to the extent such Indemnified Party has been previously indemnified or reimbursed in respect of such Loss pursuant to any other provision of this Agreement or any provision of any Ancillary Agreement. No Party shall be entitled to any payment, adjustment or indemnification more than once with respect to the same matter.

8.3.8 For the avoidance of doubt, nothing in this Section 8.3, nor the non-survival of the representations and warranties pursuant to Section 8.4, will in any way inhibit the Buyer Indemnitees from obtaining any remedies the Buyer Indemnitees may have against any insurer under the R&W Policy.

8.4 Survival. The representations and warranties of Seller and Buyer contained in this Agreement shall terminate effective as of the Closing and shall not survive the Closing for any purpose whatsoever; *provided* that the Fundamental Representations shall survive the Closing until the sixth anniversary of the Closing Date. The covenants, agreements and obligations of the Parties set forth in Article 4 shall terminate effective as of the Closing and shall not survive the Closing for any purpose whatsoever. Except as otherwise provided in this Agreement, the covenants, agreements and obligations contained in this Agreement (other than in Article 4) shall survive the Closing and continue in full force and effect thereafter until fully performed in accordance with this Agreement. If a Claim Notice or Indemnification Certificate relating to any matter for which indemnification is provided under this Article 8 is given to the Indemnifying Party on or prior to the date on which the applicable survival period described in this Section 8.4 expires, then, notwithstanding anything to the contrary contained in this Section 8.4, such Claim Notice or Indemnification Certificate, as applicable, shall not expire at the applicable expiration date, but rather shall remain in full force and effect until such time as the Claim Notice or the Indemnification Certificate has been fully and finally resolved.

8.5 Tax Treatment of Indemnification Payments. All payments made pursuant to this Article 8 shall be treated as adjustments to the Final Purchase Price for all Tax purposes to the extent permitted under applicable Law, unless a final determination of a Taxing Authority provides otherwise.

8.6 Exclusive Remedy.

8.6.1 From and after the Closing, recovery pursuant to this Article 8 shall constitute the Parties' sole and exclusive remedy for any and all claims relating to or arising from this Agreement or the Transactions, and, in furtherance of the foregoing, each Party hereby waives, from and after the Closing, to the fullest extent permitted by applicable Law, any rights, remedies, claims and causes of action, whether in contract, tort or otherwise, for Losses it may have against the other Party arising from this Agreement or the Transactions, except pursuant to the indemnification provisions set forth in this Article 8; *provided, however*, that the foregoing shall not be deemed to limit, affect or deny (a) the determination of the Final Purchase Price in accordance with Section 2.6, (b) any Party's remedies provided in Section 9.2.3 or Section 10.9, (c) any Party or any of its respective Affiliates from exercising any rights or remedies under any Ancillary Agreement, (d) any claims for Fraud, or (e) Buyer's or any other Buyer Indemnitee's rights under the R&W Policy. No past, present or future Representative, incorporator, member, partner or stockholder of a Party or any of its Affiliates shall have any liability, whether based on or in warranty, contract, tort (including negligence or strict liability) or otherwise, for any obligations or liabilities of such Party or any of its Affiliates arising under, in connection with or related to this Agreement or for any claim based on, in respect of or by reason of the Transactions.

8.6.2 Notwithstanding anything to the contrary contained in this Agreement, no breach of any representation, warranty, covenant, agreement or obligation contained herein shall, after the consummation of the Transactions, give rise to any right on the part of Buyer, on the one hand, or Seller, on the other hand, to rescind this Agreement or any of the transactions contemplated hereby.

8.6.3 Except in the case of claims for Fraud, Buyer, on behalf of itself and each other Buyer Indemnitee, acknowledges and agrees that the sole and exclusive source of recovery for the Buyer Indemnitees with respect to a breach or inaccuracy of any representation or warranty of Seller in this Agreement (other than Fundamental Representations) or in the certificate delivered under Section 2.5.2(a)(ii) shall be to make a claim against the R&W Policy. Neither Seller nor any of its Affiliates shall have any direct or indirect Liability in connection with the R&W Binder or the R&W Policy. In furtherance of the foregoing, Buyer hereby agrees that, in the case of a claim arising out of, relating to or in connection with a Specified Exception, including Fraud, Buyer shall (a) first seek recovery under the terms of the R&W Policy with respect to such claim and (b) second, if and only if such recovery under the terms of the R&W Policy has been denied (or such claim is expressly excluded from coverage under the terms of the R&W Policy) or such recovery is insufficient in amount or unavailable to satisfy such claim, then Buyer shall be entitled to seek recovery for such claim from Seller in accordance with this Article 8; *provided* that Buyer shall bear any retention, deductible or similar amount applicable

under the R&W Policy with respect to any such claim. For the avoidance of doubt, this Section 8.6.3 shall remain in full force and effect irrespective of whether (i) the R&W Policy is never issued to Buyer, (ii) the R&W Policy is revoked, cancelled or modified in any manner or (iii) any Buyer Indemnitee makes a claim under the R&W Policy and such claim is denied by the R&W Insurer.

8.7 Setoff Rights. Neither Party shall have any right of setoff of any amounts due and payable, or any Losses arising under this Agreement against any other amounts due and payable under this Agreement or any amounts due and payable, or any Losses arising, under any Ancillary Agreement or any other agreement between Seller and Buyer or any of their respective Affiliates. The payment obligations under each of this Agreement, the Ancillary Agreements and such other agreements remain independent obligations of each Party, irrespective of any amounts owed to any other Party under this Agreement, the respective Ancillary Agreements or such other agreements.

ARTICLE 9 TERMINATION

9.1 Termination. Prior to the Closing, this Agreement shall terminate on the earliest to occur of any of the following events:

9.1.1 the mutual written agreement of Buyer and Seller;

9.1.2 by written notice delivered by either Buyer or Seller to the other, if the Closing shall not have occurred on or prior to February 19, 2027 (the “**End Date**”); *provided*, that (a) if the Closing shall not have occurred by such date by reason of the nonsatisfaction of the conditions set forth in Section 7.1.1 (to the extent that the applicable Law or Judgment relates to any applicable Antitrust Laws), Section 7.1.2 or Section 7.2.5 (to the extent that the applicable Litigation relates to any applicable Antitrust Laws), and all other conditions set forth in Section 7.1 and Section 7.2 have been satisfied or, to the extent permitted by Law, waived (other than those conditions that by their nature are to be satisfied at the Closing, *provided* that such conditions would be capable of being satisfied if the Closing were to occur on such date), then the End Date shall automatically be extended to October 19, 2027; and (b) notwithstanding the foregoing, if the then-applicable End Date is prior to the date by which the Closing is required to occur under Section 2.5.1(b), the End Date will be deemed to be the date that is two Business Days after the date by which the Closing is required to occur under Section 2.5.1(b); *provided* further, that (i) the right to terminate this Agreement under this Section 9.1.2 shall not be available to any Party whose breach of any representation or warranty hereunder or failure to comply with or perform any of its covenants, agreements or obligations under this Agreement, including the obligations under Section 4.3, has been the cause of, or resulted in, the failure of the Closing to have occurred on or before the End Date, and (ii) Buyer shall not have the right to terminate this Agreement under this Section 9.1.2 during the pendency of any Litigation commenced by Seller under Section 10.9 to compel the Closing;

9.1.3 by written notice delivered by either Buyer or Seller to the other, if consummation of the Transactions would violate any non-appealable final order of any

Governmental Authority having competent jurisdiction; *provided, however*, that the right to terminate this Agreement under this Section 9.1.3 shall not be available to any Party whose failure to comply with any of its obligations under this Agreement has materially contributed to the issuance of such Law or non-appealable final order;

9.1.4 by written notice delivered by Buyer to Seller, if (a) there has been a breach by Seller of a representation or warranty of Seller contained in this Agreement or (b) there shall be a breach by Seller of any covenant, agreement or obligation of Seller in this Agreement, and such failure or breach described in clause (a) or (b) would result in the failure of a condition set forth in Section 7.2.1 or Section 7.2.2 or, in the case of a breach of any representation, covenant, agreement or obligation, is not cured upon the earlier to occur of (i) the 30th day after written notice thereof is given by Buyer to Seller and (ii) the day that is three Business Days prior to the End Date; *provided*, that Buyer may not terminate this Agreement pursuant to this Section 9.1.4 if Buyer is in breach of any of its representations, warranties, covenants, agreements or obligations contained in this Agreement and such breach would result in the failure of a condition set forth in Section 7.3.1 or Section 7.3.2 (other than those conditions the failure of which to be satisfied is attributable primarily to a breach by Seller of its representations, warranties, covenants, agreements or obligations contained in this Agreement); or

9.1.5 by written notice delivered by Seller to Buyer, if (a) there has been a breach by Buyer of a representation or warranty of Buyer contained in this Agreement or (b) there shall be a breach by Buyer of any covenant, agreement or obligation of Buyer in this Agreement, and such failure or breach described in clause (a) or clause (b) would result in the failure of a condition set forth in Section 7.3.1 or Section 7.3.2 or, in the case of a breach of any representation, covenant, agreement or obligation, is not cured upon the earlier to occur of (i) the 30th day after written notice thereof is given by Seller to Buyer and (ii) the day that is three Business Days prior to the End Date; *provided*, that Seller may not terminate this Agreement pursuant to this Section 9.1.5 if Seller is in breach of any of its representations, warranties, covenants, agreements or obligations contained in this Agreement and such breach would result in the failure of a condition set forth in Section 7.2.1 or Section 7.2.2 (other than those conditions the failure of which to be satisfied is attributable primarily to a breach by Buyer of its representations, warranties, covenants, agreements or obligations contained in this Agreement).

9.2 Procedure and Effect of Termination.

9.2.1 Notice of Termination. Termination of this Agreement by either Buyer or Seller shall be by delivery of a written notice to the other. Such notice shall state the termination provision in this Agreement that such terminating Party is claiming provides a basis for termination of this Agreement. Termination of this Agreement pursuant to the provisions of Section 9.1 shall be effective upon and as of the date of delivery of such written notice as determined pursuant to Section 10.2.

9.2.2 Effect of Termination.

(a) In the event of the termination of this Agreement pursuant to Section 9.1 by Buyer or Seller, this Agreement shall be terminated and have no further effect, except that Article 1 (Definitions), Sections 5.3 (Publicity), 5.4.1 (Confidentiality), 9.2.2 (Effect of Termination), Article 9 (Termination) and Article 10 (Miscellaneous) shall survive any termination of this Agreement and there shall be no liability hereunder on the part of Seller, Buyer or any of their respective Affiliates or Representatives, except (i) as liability may exist pursuant to the Sections or Articles specified in this Section 9.2.2(a) that survive such termination, and (ii) that no such termination shall relieve a Party from any liability arising out of any Fraud by such Party or Willful Breach by such Party of any representation, warranty, covenant, agreement or obligation of such Party contained herein prior to such termination. “**Willful Breach**” means an intentional and willful material breach, or an intentional and willful material failure to perform, in each case, that is the consequence of an act or omission by a Party with the knowledge that the taking of such act or failure to take such act would cause a breach of this Agreement. For clarity, in the event of termination of this Agreement pursuant to Section 9.1, the Parties shall not enter into any of the Ancillary Agreements not entered into on the date hereof or have any obligations thereunder.

(b) If this Agreement is terminated as provided herein (i) Buyer promptly shall, and shall cause each of its Affiliates and Representatives to destroy (such destruction to be confirmed in writing by Buyer to Seller), all (A) documents, materials and other information (including all “Evaluation Material” under, and as defined in, the Confidentiality Agreement) received from Seller, any of its Affiliates or any of Seller’s or its Affiliates’ respective Representatives relating to the Transactions, whether so obtained before or after the execution hereof, and (B) documents, memoranda, notes, studies and analyses prepared by Buyer, its Affiliates or their respective Representatives that contain, incorporate or are derived from the documents, materials or other information referred to in the preceding clause (A); (ii) all information received by Buyer or its Affiliates or Representatives with respect to the businesses of Seller and its respective Affiliates (including the Business) shall be treated in accordance with the Confidentiality Agreement, which shall remain in full force and effect in accordance with the terms of the Confidentiality Agreement, notwithstanding the termination of this Agreement; and (iii) as soon as practicable following a termination of this Agreement for any reason, but in no event later than 30 days after such termination, Buyer or Seller shall, to the extent practicable, withdraw all filings, applications and other submissions relating to the Transactions filed or submitted by or on behalf of such Party to any Governmental Authority or other Person.

9.2.3 Reverse Termination Fee.

(a) In the event that (i) Buyer or Seller terminates this Agreement pursuant to Section 9.1.2 or Section 9.1.3 and (ii) at the time of such termination, all of the conditions set forth in Section 7.1 and Section 7.2 have been satisfied or, to the extent permitted by Law, waived other than (A) any such conditions that are by their nature to be satisfied at the Closing, but which conditions are capable of being satisfied at the Closing, and (B) the

conditions set forth in Section 7.1.1 (to the extent that the applicable Law or Judgment relates to any applicable Antitrust Laws), Section 7.1.2 or Section 7.2.5 (to the extent that the applicable Litigation relates to any applicable Antitrust Laws), then Buyer shall pay or cause to be paid to Seller a termination fee in cash in the amount of \$10,500,000 (the “**Reverse Termination Fee**”) no later than five Business Days after such termination in the event of a termination by Seller and as a condition to termination in the event of a termination by Buyer, by wire transfer of immediately available funds to the account or accounts designated by Seller. Buyer will not be required to pay the Reverse Termination Fee pursuant to this Section 9.2.3(a) more than once. The Parties acknowledge and agree that (x) the fees (and limitations) and other provisions of this Section 9.2.3(a) and Section 9.2.3(b) are an integral part of the Transactions, and that without these agreements, the other Parties would not enter into this Agreement, (y) solely for purposes of establishing the basis for the amount thereof, and without in any way increasing or decreasing the amount of the Reverse Termination Fee or expanding the circumstances in which the Reverse Termination Fee is to be paid, subject to Section 9.2.2(a)(ii), it is agreed that the Reverse Termination Fee, and, if applicable, Seller’s Collection Fees and Expenses, constitutes liquidated damages in a reasonable amount that will compensate Seller for the efforts and resources expended and the opportunities foregone while negotiating this Agreement and in reliance upon this Agreement and on the expectation of the consummation of the Transactions, and for the loss suffered by reason of the failure of such consummation, which amount would otherwise be uncertain and incapable of accurate determination and not a penalty and (z) the payment of the Reverse Termination Fee, and, if applicable, Seller’s Collection Fees and Expenses, in the circumstances specified herein is supported by due and sufficient consideration. Each Party covenants and agrees that it will not take any position that is in any way inconsistent with the immediately preceding sentence.

(b) If Buyer fails to promptly pay the Reverse Termination Fee when due pursuant to Section 9.2.3(a), Buyer shall pay Seller’s and its respective Affiliates’ costs and expenses (including reasonable attorneys’ fees and expenses) in connection with seeking such payment, together with interest (calculated as simple interest) on the Reverse Termination Fee from the date such payment was required to be made hereunder until the date such payment was actually received by Seller (whether before or after any insolvency or bankruptcy), at a rate equal to the six month term Secured Overnight Financing Rate (Term SOFR) as administered by CME Group Benchmark Administration Limited (CBA) (or a successor administrator of that rate) on the date such payment was required to be made hereunder or, if unavailable, on the latest date prior to the payment due date on which such rate is available, plus three percent (collectively, if any, the “**Seller’s Collection Fees and Expenses**”). Such interest shall be computed on the basis of a year of 360 days for the actual number of days payment is delinquent, not to exceed the maximum permitted by Law.

(c) Notwithstanding anything to the contrary set forth in this Agreement, but subject to (i) Section 10.9, (ii) the reimbursement obligations in Section 9.2.3(b) and (iii) Section 9.2.2(a)(ii), the Parties acknowledge and agree that the right of Seller to receive the Reverse Termination Fee shall be the sole and exclusive remedy of Seller, its Affiliates and the respective former, current or future general or limited partners, stockholders, other equity holders, members, managers, directors, officers, employees, agents, advisors and the

Representatives of each of the foregoing (collectively, the “**Seller Related Parties**”) against Buyer, its Affiliates and the respective former, current or future general or limited partners, stockholders, other equity holders, members, managers, directors, officers, employees, agents, advisors and the Representatives of each of the foregoing (collectively, the “**Buyer Related Parties**”) for all Losses in respect of this Agreement or the Transactions in the event the Closing does not occur, and upon payment of the Reverse Termination Fee, and, if applicable, Seller’s Collection Fees and Expenses, to Seller, none of the Buyer Related Parties shall have any further Liability to any of the Seller Related Parties relating to or arising out of this Agreement or the Transactions. Notwithstanding anything herein to the contrary, but subject to (A) the reimbursement obligations in Section 9.2.3(b) and (B) Section 9.2.2(a)(ii), in no event shall one or more Seller Related Parties be entitled to seek or obtain any recovery or judgment, in the aggregate, in excess of the Reverse Termination Fee against one or more Buyer Related Parties or any of their respective assets, and in no event shall one or more Seller Related Parties be entitled to seek or obtain any other damages of any kind against one or more Buyer Related Parties for, or with respect to, this Agreement or the Transactions, including in connection with any breach by Buyer, the termination of this Agreement, the failure to consummate the Transactions or any claims or actions under applicable Law arising out of any such breach, termination or failure; *provided, however*, that this Section 9.2.3(c) shall not limit the right of Seller to seek specific performance of this Agreement pursuant to, and subject to the limitations in Section 10.9 prior to the termination of this Agreement. For the avoidance of doubt, while Seller may pursue both specific performance under Section 10.9 and the payment of the Reverse Termination Fee under Section 9.2.3(a), after Buyer has paid the Reverse Termination Fee, in no event shall Seller or any Seller Related Party be entitled to specific performance pursuant to Section 10.9.

ARTICLE 10 MISCELLANEOUS

10.1 Governing Law, Jurisdiction, Venue and Service.

10.1.1 Governing Law. This Agreement, and all Disputes that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any Dispute based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), will be governed by, and enforced and construed in accordance with, the Law of the State of Delaware, including its statutes of limitations, without regard to the conflict of Laws rules of such state that would result in the application of the Laws of another jurisdiction.

10.1.2 Jurisdiction; Jury Trial Waiver. Subject to Section 10.9, each Party hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the Delaware Court of Chancery and the United States District Court for the District of Delaware sitting in New Castle County for any Dispute, action, suit or proceeding (other than appeals therefrom) arising out of or relating to this Agreement, and agrees not to commence any action, suit or proceeding (other than appeals therefrom) related thereto except in such courts. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW,

ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS OR DISPUTES RELATING HERETO. EACH PARTY (a) CERTIFIES THAT NO REPRESENTATIVE 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 AND (b) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.1.2.

10.1.3 Venue. The Parties further hereby irrevocably and unconditionally waive any objection to the laying of venue of any Dispute, action, suit or proceeding (other than appeals therefrom) arising out of or relating to this Agreement in the Delaware Court of Chancery or in the United States District Court for the District of Delaware sitting in New Castle County, and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

10.1.4 Service. Each Party further agrees that service of any process, summons, notice or document by registered mail to its address set forth in Section 10.2.2 shall be effective service of process for any action, suit or proceeding brought against it under this Agreement in any such court.

10.2 Notices.

10.2.1 Notice Requirements. Any notice, request, demand, waiver, consent, approval or other communication permitted or required under this Agreement (each, a “**Notice**”) shall be in writing, shall refer specifically to this Agreement and shall be deemed given only if delivered by hand or sent by email of a PDF (or similar electronic) attachment (with transmission confirmed) or by overnight registered mail, courier or express delivery service that maintains records of delivery, addressed to the applicable Party at its address specified in Section 10.2.2 or to such other address as the Party to whom notice is to be given may have provided to the other Party at least 10 days prior to such address taking effect in accordance with this Section 10.2. Such Notice shall be deemed to have been received: (a) as of the date delivered by hand or by overnight registered mail, courier or express delivery service; or (b) on the day sent by email if no automated notice of delivery failure is received by the sender (notice given upon transmission if sent by email transmission prior to 6:00 p.m. local time on a Business Day, or at 9:00 a.m. local time on the next Business Day if sent by email transmission after 6:00 p.m. on a Business Day or on a day that is not a Business Day).

10.2.2 Address for Notice.

If to Seller, to:

Myriad Genetics, Inc.
322 North 2200 West

Salt Lake City, Utah 84116
Attention: Jennifer Fox
Email: [***]

with a copy (which shall not constitute notice) to:

Covington & Burling LLP
One CityCenter
850 Tenth Street, N.W.
Washington, DC 20001
Attention: Patrick Manchester
Email: [***]

If to Buyer, to:

Laboratory Corporation of America
531 South Spring Street
Burlington, NC 27215
Attention: Chief Legal Officer
Email: generalcounsel@labcorp.com

with a copy (which shall not constitute notice) to:

Polsinelli PC
900 West 48th Place, Suite 900
Kansas City, MO 64112
Attention: Chad C. Stout
Email: [***]

10.3 No Benefit to Third Parties. Except for the rights of the Buyer Indemnitees and Seller Indemnitees under Article 8, this Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein expressed or implied shall give or be construed to give to any Person, other than the Parties and such successors and assigns, any legal or equitable rights hereunder; *provided, however*, that Buyer expressly agrees that Seller may seek to enforce Buyer's compliance with the provisions of Article 6 for the benefit of any Transferred Employee (or beneficiary or dependent thereof) notwithstanding that Seller may itself not have suffered any Losses as a result of Buyer's noncompliance.

10.4 Waiver. Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. The waiver by any Party of any right hereunder or of the failure to perform or of a breach by the other Party shall not be deemed a waiver of any other right hereunder or of any other breach or failure by said other Party whether of a similar nature or otherwise. No failure or delay by any Party in exercising any right, power or privilege hereunder, and no course of

dealing between the Parties, shall be effective to amend or waive any provision of this Agreement.

10.5 Expenses. Except as otherwise specified herein or in any Ancillary Agreement, and whether or not the Closing takes place, each Party shall pay its own legal, accounting and other fees and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant hereto and the consummation of the Transactions and any other costs and expenses incurred by such Party.

10.6 Assignment. Neither this Agreement nor either Party's rights or obligations hereunder may be assigned or delegated by such Party without the prior written consent of the other Party, and any attempted assignment or delegation of this Agreement or any of such rights or obligations by either Party without the prior written consent of the other Party shall be void and of no effect; *provided, however*, that Seller may assign or delegate any or all of its rights or obligations hereunder to an Affiliate without the prior written consent of Buyer; *provided further, that*, Buyer may, without the prior written consent of Seller, (a) assign any or all of its rights, interests and obligations under this Agreement to one or more of its Affiliates, or in connection with a sale of substantially all assets of Buyer and (b) designate one or more of its Affiliates to purchase, assume, acquire and accept any or all of the Purchased Assets, and assume any or all of the Assumed Liabilities, in each case on behalf of Buyer under this Agreement. No assignment by any Party shall relieve such Person of any of its obligations hereunder. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns.

10.7 Amendment. This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by both Parties.

10.8 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, (a) such provision shall be fully severable, (b) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and (d) in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and reasonably acceptable to the Parties.

10.9 Equitable Relief. The Parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that (a) either Party shall be entitled to seek an injunction or injunctions, specific performance or other equitable relief to prevent breaches or threatened breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of competent jurisdiction without proof of damages or otherwise, this being in addition to any other remedy to which it is entitled under this Agreement, at law or in equity,

and (b) the right of specific enforcement is an integral part of the Transactions and without that right, no Party would have entered into this Agreement. Each Party agrees not to assert that a remedy of specific enforcement is unenforceable, invalid, contrary to Law or inequitable for any reason, and not to assert that a remedy of monetary damages would provide an adequate remedy or that the other Party otherwise has an adequate remedy at law. The Parties acknowledge and agree that any Party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 10.9 shall not be required to provide any bond or other security in connection with any such order or injunction.

10.10 Bulk Sales Statutes. Buyer acknowledges that neither Seller nor any of its Affiliates has taken, and does not intend to take, any action required to comply with any applicable bulk sale or bulk transfer Laws or similar Laws, and Buyer waives compliance by Seller and its Affiliates therewith.

10.11 Fulfillment of Obligations.

10.11.1 Any obligation of any Party to any other Party under this Agreement or any of the Ancillary Agreements, which obligation is performed, satisfied or fulfilled completely by an Affiliate of such Party, shall be deemed to have been performed, satisfied or fulfilled by such Party.

10.11.2 Buyer shall take any and all actions necessary to cause its Affiliates to perform and fulfill their covenants, obligations and agreements under this Agreement and any Ancillary Agreement to which an Affiliate of Buyer is a Party.

10.11.3 Seller shall take any and all actions necessary to cause its Affiliates to perform and fulfill their covenants, obligations and agreements under this Agreement and any Ancillary Agreement to which an Affiliate of Seller is a Party.

10.12 Counterparts. This Agreement may be executed in any number of counterparts and manually or electronically, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic mail or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Agreement.

10.13 Entire Agreement. This Agreement, together with the Schedules and Exhibits expressly contemplated hereby and attached hereto, the Disclosure Schedules, the Ancillary Agreements, the Confidentiality Agreement and the other agreements, certificates and documents delivered in connection herewith or therewith or otherwise in connection with the Transactions, contain the entire agreement between the Parties with respect to the Transactions and supersede all prior agreements, understandings, promises and representations, whether written or oral, between the Parties with respect to the subject matter hereof and thereof. The Parties agree to define their rights, liabilities and obligations with respect to such understanding and the Transactions exclusively in contract pursuant to the express terms and provisions of this

Agreement and the Ancillary Agreements, and the Parties expressly disclaim that they are owed any duties or are entitled to any remedies not expressly set forth in this Agreement or the Ancillary Agreements.

10.14 Disclosure Schedules. The inclusion of a reference to or disclosure of any information in the Disclosure Schedules (a) shall not be construed as an admission or indication that such information is material or that such information is required to be referred to or disclosed, nor shall it be deemed to establish a standard of materiality now or in the future (it being the intent that none of Seller or its Affiliates shall be penalized for having disclosed more than may be required), (b) does not represent a determination by Seller or its Affiliates that such matter or item did not arise in the ordinary course of business, (c) shall not imply that such matter or item constitutes or would constitute a Material Adverse Effect, and (d) shall not imply that disclosure of such matter or item is required by Law or by any Governmental Authority. Disclosures in any section or paragraph or cross-referenced in the particular section of the Disclosure Schedules are made generally and shall not only address the corresponding section or paragraph of this Agreement, but all sections or paragraphs of this Agreement to the extent that it is reasonably apparent from its face that such disclosure is applicable to such other sections or paragraphs.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

MYRIAD GENETICS, INC.

By: /s/ Samraat S. Raha
Name: Samraat S. Raha
Title: President and CEO

LABORATORY CORPORATION OF AMERICA

By: /s/ Kathryn Kyle
Name: Kathryn Kyle
Title: Executive Vice President, Chief Legal
Officer and Corporate Secretary

[Signature Page to Asset Purchase Agreement]



Myriad Genetics and Labcorp Announce Definitive Agreement for Myriad to Sell Prenatal Health Testing Business to Labcorp

Transaction to benefit patients through expanded access
and support Myriad's strategic priorities

SALT LAKE CITY and BURLINGTON, N.C., October 20, 2026 - Myriad Genetics, Inc. (NASDAQ: MYGN), a leader in molecular diagnostic testing and precision medicine, and Labcorp (NYSE: LH), a global leader in innovative and comprehensive laboratory services, today announce they have entered into a definitive agreement for Myriad to sell its Prenatal Health testing business, which includes the Prequel[®], Foresight[®], SneakPeek[®], and FirstGene[®] tests, to Labcorp for \$210 million in cash, plus the value of the inventory of the Prenatal Health testing business at closing.

"This announcement is the direct outcome of our disciplined strategic review process, which is focused on sharpening our portfolio, enhancing operational execution, and driving shareholder value," said Sam Raha, President and CEO, Myriad Genetics. "This transaction is expected to be accretive to Myriad's revenue growth and profitability, while meaningfully strengthening the balance sheet to support continued investment in our strategic priorities tied to the cancer care continuum and long-term value creation. Working closely with Labcorp, one of the nation's largest laboratory service providers, we expect a smooth transition that preserves uninterrupted patient access to our prenatal tests."

When complete, the transaction is expected to provide more patients and physicians with expanded access to Labcorp's comprehensive, high-quality laboratory services, convenient patient service center network, robust data analytics and digital tools.

"This transaction supports Labcorp's specialty testing growth strategy," said Bryan Vaughn, Executive Vice President and President of Diagnostics, Labcorp. "Myriad Genetics has built a highly complementary reproductive genetics platform, supported by innovative screening solutions and deep scientific expertise. By combining these capabilities with Labcorp's operational strength and high-quality women's health portfolio, we aim to improve outcomes, expand access to advanced screening solutions and enhance the patient and provider experience."

Labcorp expects the transaction to add approximately \$160 million in revenue in year one, to be slightly accretive to adjusted earnings in year one, and to reach average diagnostics segment margins by end of year two, once fully integrated.

Over the last twelve months, Myriad's Prenatal Health testing portfolio has been used by thousands of providers and over 600,000 patients. Myriad plans to provide further commentary regarding this transaction, and other related organizational changes, on its third quarter earnings call on November 4, 2026.

The deal is subject to regulatory clearance and customary closing conditions, and the transaction is expected to close by early 2027.

Guggenheim Securities, LLC is acting as exclusive financial advisor, and Covington & Burlington LLP is acting as legal advisor to Myriad Genetics.

Barclays is acting as financial advisor, and Polsinelli is acting as legal advisor to Labcorp.

About Myriad Genetics

Myriad Genetics is a leading molecular diagnostic and precision medicine company committed to advancing health and well-being for all. Myriad Genetics develops and commercializes molecular tests that help patients and providers uncover genetic insights. Our tests assess the risk of developing disease or disease progression and guide treatment decisions across medical specialties where molecular insights can significantly improve patient care, support earlier detection, enable more precise treatment and contribute to lowering healthcare costs. For more information, visit myriad.com.

About Labcorp

Labcorp (NYSE: LH) is a global leader of innovative and comprehensive laboratory services that helps doctors, hospitals, pharmaceutical companies, researchers and patients make clear and confident decisions. We provide insights and advance science to improve health and improve lives through our unparalleled diagnostics and drug development laboratory capabilities. The company's nearly 71,000 employees serve clients in approximately 100 countries, provided support for more than 85% of the new drugs and therapeutic products approved by the FDA in 2025 and performed more than 750 million tests for patients around the world. Learn more at www.labcorp.com.

Myriad Genetics Safe Harbor Statement

This press release contains “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995, including statements regarding the sale of Myriad’s Prenatal Health testing business; the expected benefits of the transaction, including that it will be accretive to Myriad’s revenue growth and profitability, strengthen its balance sheet, and support investment in its strategic priorities; and the expectation that the transaction will close by early 2027. These “forward-looking statements” are management’s expectations of future events as of the date hereof and are subject to known and unknown risks and uncertainties that could cause actual results, conditions, and events to differ materially and adversely from those anticipated. Such factors include those risks described in the Myriad’s filings with the U.S. Securities and Exchange Commission, including Myriad’s Annual Report on Form 10-K filed on February 24, 2026, as well as any updates to those risk factors filed from time to time in Myriad’s Quarterly Reports on Form 10-Q or Current Reports on Form 8-K. Myriad is not under any obligation, and it expressly disclaims any obligation, to update or alter any forward-looking statements, whether as a result of new information, future events or otherwise except as required by law.

Labcorp Cautionary Statement Regarding Forward-Looking Statements

This press release contains forward-looking statements, including, but not limited to, statements with respect to the anticipated benefits of the transaction for providers and patients, its advancement of Labcorp's strategic priorities, and the expected financial impact of the transaction, including expected post-closing revenues and margins, and the timing of achieving such financial results.

Each of the forward-looking statements is subject to change based on various important factors, many of which are beyond Labcorp's control. These factors, in some cases, have affected and in the future (together with other factors) could affect Labcorp's ability to implement its business strategy, and actual results could differ materially from those suggested by these forward-looking statements. As a result, readers are cautioned not to place undue reliance on any of the forward-looking statements.

Labcorp has no obligation to provide any updates to these forward-looking statements even if its expectations change. All forward-looking statements are expressly qualified in their entirety by this cautionary statement. Further information on potential factors, risks and uncertainties that could affect operating and financial results is included in Labcorp's most recent Annual Report on Form 10-K under the heading RISK FACTORS and in subsequent quarterly reports on Form 10-Q and its other filings with the SEC. The information in this press release should be read in conjunction with a review of Labcorp's filings with the SEC including the information in its most recent Annual Report on Form 10-K under the heading "MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS".

Myriad Contacts:

Investors: Matt Scalo (801) 584-3532 IR@myriad.com

Media: Andria Rosell (385) 202-3510 PR@myriad.com

Labcorp Contacts:

Investors: Nickolo Russo - Investor@Labcorp.com

Media: Racquel White - Media@Labcorp.com