

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

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

MYRIAD GENETICS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

87-0494517
(I.R.S. Employer
Identification No.)

**320 Wakara Way
Salt Lake City, Utah 84108**
(Address of Principal Executive Offices) (Zip Code)

**Non-Qualified Stock Option Agreement
Performance-Based Non-Qualified Stock Option Agreement
Restricted Stock Unit Agreement
Performance-Based Restricted Stock Unit Agreement**
(Full title of the plan)

**R. BRYAN RIGGSBEE
INTERIM PRESIDENT AND CHIEF EXECUTIVE OFFICER
MYRIAD GENETICS, INC.
320 Wakara Way
Salt Lake City, Utah 84108
(801) 584-3600**
(Name and address of agent for service)
(Telephone number, including area code, of agent for service)

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

Large accelerated filer Accelerated filer
Non-accelerated filer (Do not check if smaller reporting company) Smaller reporting company
Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

CALCULATION OF REGISTRATION FEE

Title of securities to be registered	Amount to be registered	Proposed maximum offering price per share	Proposed maximum aggregate offering price	Amount of registration fee
Common Stock, \$.01 par value	1,300,796 shares(1)	(2)	\$16,776,847.08(2)	\$2,177.63

- (1) The number of shares of common stock, par value \$0.01 per share (“Common Stock”), of Myriad Genetics, Inc. (the “Registrant”) stated above consists of (i) up to 702,888 shares issuable upon the exercise of stock options (the “Inducement Options”) granted to Paul J. Diaz pursuant to non-qualified stock option agreements by and between the Registrant and Mr. Diaz (the “Inducement Option Agreements”) and (ii) up to 597,908 shares issuable upon the vesting of restricted stock units (the “Inducement RSUs”) granted to Mr. Diaz pursuant to restricted stock unit agreements by and between the Registrant and Mr. Diaz (the “Inducement RSU Agreements”). The maximum number of shares which may be sold upon the exercise of the Inducement Options or the vesting of the Inducement RSUs is subject to adjustment in accordance with certain anti-dilution and other provisions of the Inducement Option Agreements and the Inducement RSU Agreements. Pursuant to Rule 416 under the Securities Act of 1933, as amended (the “Securities Act”), this Registration Statement covers, in addition to the number of shares stated above, an indeterminate number of shares which may be issuable after the operation of anti-dilution and other provisions of the Inducement Option Agreements or the Inducement RSU Agreements.
- (2) Estimated solely for the purpose of calculating the amount of the registration fee pursuant to Rule 457(c) and Rule 457(h) promulgated under the Securities Act. The offering price per share and the aggregate offering price for shares (a) issuable upon the exercise of the Inducement Options are based upon the exercise price of such options and (b) issuable upon the vesting of the Inducement RSUs are based on the average of the high and the low price of the Registrant’s Common Stock as reported on The Nasdaq Capital Market as of a date (August 10, 2020) within five business days prior to filing this Registration Statement. The chart below details the calculation of the registration fee:

Securities	Number of Shares	Offering Price Per Share (2)	Aggregate Offering Price
Shares issuable upon the exercise of the Inducement Options	702,888	\$13.38(2)(a)	\$9,404,641.44
Shares issuable upon the vesting of the Inducement RSUs	597,908	\$12.33(2)(b)	\$7,372,205.64
Proposed Maximum Aggregate Offering Price			\$16,776,847.08
Registration Fee			\$2,177.63

EXPLANATORY NOTE

This Registration Statement registers an aggregate of 1,300,796 shares (the “Shares”) of common stock, par value \$0.01 per share, of the Registrant (the “Common Stock”), consisting of an anticipated number of (i) shares that may be issued upon exercise of a time-based non-qualified stock option to be granted to Paul J. Diaz, (ii) shares that may be issued upon exercise of a performance-based non-qualified stock option to be granted to Paul J. Diaz, (iii) shares that may be issued upon the vesting of restricted stock units to be granted to Paul J. Diaz and (iv) shares that may be issued upon the vesting of performance-based restricted stock units to be granted to Paul J. Diaz, each granted in accordance with Nasdaq Listing Rule 5635(c) (4) as an inducement material to his entering into employment with the Registrant as the Registrant’s Chief Executive Officer. In accordance with the instructional Note to Part I of Form S-8 as promulgated by the Securities and Exchange Commission (the “Commission”), the information specified by Part I of Form S-8 has been omitted from this Registration Statement on Form S-8 with respect to the Shares.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents filed by the Registrant with the Commission are incorporated herein by reference:

- (a) our Annual Report on [Form 10-K](#) for the fiscal year ended June 30, 2020 filed with the Commission on August 13, 2020;
- (b) our [Definitive Proxy Statement](#) on Schedule 14A, filed with the SEC on October 16, 2019 (excluding those portions that are not incorporated by reference into our Annual Report on Form 10-K for the fiscal year ended June 30, 2019);
- (c) our Current Reports on Form 8-K as filed with the Commission on [July 22, 2020](#) and [August 13, 2020](#) (other than any portions thereof deemed furnished and not filed); and
- (d) the description of our capital stock contained in our registration statement on [Form 8-A](#) filed on July 18, 2001, under the Exchange Act, including any amendments or reports filed for the purpose of updating such description.

All reports and other documents filed by the Registrant after the date hereof pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act (other than Current Reports furnished under Item 2.02 or Item 7.01 of Form 8-K and exhibits furnished on such form that relate to such items), prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference herein and to be part hereof from the date of filing of such reports and documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purposes of this registration statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this registration statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

None.

Item 6. Indemnification of Directors and Officers.

Section 145(a) of the General Corporation Law of the State of Delaware provides that a Delaware corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no cause to believe the person's conduct was unlawful.

Section 145(b) provides that a Delaware corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person acted in any of the capacities set forth above, against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted under similar standards, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Delaware Court of Chancery or the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 145 further provides that to the extent a present or former director or officer of a corporation has been successful on the merits or otherwise in the defense of any action, suit or proceeding referred to in subsections (a) and (b) or in the defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith; that indemnification and advancement of expenses provided by, or granted pursuant to, Section 145 shall not be deemed exclusive of any other rights to which the indemnified party may be entitled; and that a corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or enterprise, against any liability asserted against such person or incurred by such person in any such capacity or arising out of such person's status as such, whether or not the corporation would have the power to indemnify him against such liabilities under Section 145.

In addition, our Restated Certificate of Incorporation, as amended, and our Restated By-Laws provide for indemnification of and advancement of expenses to our directors and officers to the fullest extent permitted by the Delaware General Corporation Law. The Restated Certificate of Incorporation, as amended, and the Restated By-Laws also permit the Board of Directors to authorize us to purchase and maintain insurance against liabilities asserted against any of our directors, officers, employees or agents arising out of their capacity as such, and we have purchased such insurance.

We have also entered into indemnification agreements with our directors and certain of our officers and key employees. These agreements provide each indemnitee with more comprehensive indemnification and advancement rights than are provided by us in our Restated Certificate of Incorporation, as amended, and our Restated By-Laws in certain circumstances and contain presumptions and procedures designed to ensure that the indemnification and advancement rights granted to each indemnitee in these agreements will be provided on a timely basis. Each agreement provides that our obligations under the agreement will continue during the time the indemnitee serves the Company and continues thereafter so long as the indemnitee is subject to any possible proceeding by reason of the indemnitee's service to the Company.

Insofar as indemnification for liabilities under the Securities Act may be permitted to our directors, officers, or controlling persons pursuant to our Restated Certificate of Incorporation, as amended, our Restated By-laws, indemnification agreements we have entered with these persons and the Delaware General Corporation Law, we have been informed that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

As permitted by the Delaware General Corporation Law, our Restated Certificate of Incorporation, as amended, provides that our directors shall not be personally liable to the Company or our stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Company or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, relating to prohibited dividends or distributions or the repurchase or redemption of stock or (iv) for any transaction from which the director derives an improper personal benefit. As a result of this provision, the Company and our stockholders may be unable to obtain monetary damages from a director for breach of his or her duty of care.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

<u>Exhibit Number</u>	<u>Item</u>	<u>Incorporated by Reference herein from Form or Schedule</u>	<u>Filing Date</u>	<u>SEC File/Registration Number</u>
4.1	Restated Certificate of Incorporation, as amended	10-K (Exhibit 3.1)	8/15/11	000-26642
4.2	Restated By-Laws	8-K (Exhibit 3.1)	9/24/14	000-26642
4.3	Specimen common stock certificate	10-K (Exhibit 4.1)	8/15/11	000-26642
5.1*	Opinion of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.			
23.1*	Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm.			
23.2*	Consent of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C. (contained in Exhibit 5.1 hereto).			
24.1*	Power of Attorney (included in the signature page of this registration statement).			
99.1*	Form of Non-Qualified Stock Option Agreement			
99.2*	Form of Performance-Based Non-Qualified Stock Option Agreement			
99.3*	Form of Restricted Stock Unit Agreement			
99.4*	Form of Performance-Based Restricted Stock Unit Agreement			

* Filed herewith.

Item 9. Undertakings.

The undersigned Registrant hereby undertakes:

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

- (i) To include any prospectus required by Section 10(a)(3) of the Securities Act;
- (ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

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

Provided, however, that paragraphs (1)(i) and (1)(ii) do not apply if the registration statement is on Form S-8 and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the registration statement.

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

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

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

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

SIGNATURES

The Registrant. Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Salt Lake City, Utah, on August 13, 2020.

MYRIAD GENETICS, INC.

By: /s/ R. Bryan Riggsbee
R. Bryan Riggsbee
Interim President and Chief Executive Officer,
Chief Financial Officer

Each person whose signature appears below constitutes and appoints R. Bryan Riggsbee his/her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution for him/her and in his/her name, place and stead, and in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement on Form S-8 of Myriad Genetics, Inc., and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting to the attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite or necessary to be done in or about the premises, as full to all intents and purposes as he/she might or could do in person, hereby ratifying and confirming all that the attorney-in-fact and agent or their substitute may lawfully do or cause to be done by virtue hereof.

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

<u>Signature</u>	<u>Title</u>	<u>Date</u>
By: <u>/s/ R. Bryan Riggsbee</u> R. Bryan Riggsbee	Interim President and Chief Executive Officer, Chief Financial Officer (principal executive officer and principal financial officer)	August 13, 2020
By: <u>/s/ S. Louise Phanstiel</u> S. Louise Phanstiel	Chair of the Board	August 13, 2020
By: <u>/s/ Walter Gilbert, Ph.D.</u> Walter Gilbert, Ph.D.	Vice Chairman of the Board	August 13, 2020
By: <u>/s/ Lawrence C. Best</u> Lawrence C. Best	Director	August 13, 2020
By: <u>/s/ Heiner Dreismann, Ph.D.</u> Heiner Dreismann, Ph.D.	Director	August 13, 2020
By: <u>/s/ John T. Henderson, M.D.</u> John T. Henderson, M.D.	Director	August 13, 2020
By: <u>/s/ Dennis H. Langer, M.D., J.D.</u> Dennis H. Langer, M.D., J.D.	Director	August 13, 2020
By: <u>/s/ Lee N. Newcomer, M.D.</u> Lee N. Newcomer, M.D.	Director	August 13, 2020

By: /s/ Colleen F. Reitan Director August 13, 2020
Colleen F. Reitan

By: /s/ Daniel M. Skovronsky, M.D., Ph.D. Director August 13, 2020
Daniel M. Skovronsky, M.D., Ph.D.

By: /s/ Daniel K. Spiegelman Director August 13, 2020
Daniel K. Spiegelman



One Financial Center
Boston, MA 02111
617 542 6000
mintz.com

August 13, 2020

Myriad Genetics, Inc.
320 Wakara Way
Salt Lake City, Utah 84108

Re: Registration Statement on Form S-8; 1,300,796 shares of Common Stock of Myriad Genetics, Inc., par value \$0.01 per share

Ladies and Gentlemen:

We have acted as legal counsel to Myriad Genetics, Inc., a Delaware corporation (the "Company"), in connection with the preparation and filing with the Securities and Exchange Commission (the "Commission") of a Registration Statement on Form S-8 (the "Registration Statement"), pursuant to which the Company is registering the issuance under the Securities Act of 1933, as amended (the "Securities Act"), of an aggregate of 1,300,796 shares (the "Shares") of the Company's common stock, par value \$0.01 per share (the "Common Stock") consisting of (i) shares that may be issued upon exercise of a time-based non-qualified stock option to be granted to Paul J. Diaz on August 13, 2020 (the "Time-Based Option"), (ii) shares that may be issued upon exercise of a performance-based non-qualified stock option to be granted to Paul J. Diaz on August 13, 2020 (the "Performance-Based Option" and together with the Time-Based Option, the "Options"), (iii) shares that may be issued upon the vesting of restricted stock units to be granted to Paul J. Diaz on August 13, 2020 (the "RSUs") and (iv) shares that may be issued upon the vesting of performance-based restricted stock units to be granted to Paul J. Diaz (the "PSUs", and together with the Options and the RSUs the "Inducement Grants"), each granted in accordance with Nasdaq Listing Rule 5635(c)(4) as an inducement to his entering into employment with the Company. This opinion is being rendered in connection with the filing of the Registration Statement with the Commission. All capitalized terms used herein and not otherwise defined shall have the respective meanings given to them in the Registration Statement.

In connection with this opinion, we have examined the Company's Restated Certificate of Incorporation, as amended, and Restated By-Laws, each as currently in effect; such other records of the corporate proceedings of the Company and certificates of the Company's officers as we have deemed relevant; and the Registration Statement and the exhibits thereto.

In our examination, we have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as copies, the authenticity of the originals of such copies, and the truth and correctness of any representations and warranties contained therein. In addition, we have assumed that the Company will receive any required consideration in accordance with the terms of the Inducement Grants.

Our opinion expressed herein is limited to the General Corporation Law of the State of Delaware and we express no opinion with respect to the laws of any other jurisdiction. No opinion is expressed herein with respect to the qualification of the Shares under the securities or blue sky laws of any state or any foreign jurisdiction.

BOSTON

LONDON

LOS ANGELES

NEW YORK

SAN DIEGO

SAN FRANCISCO

WASHINGTON

MINTZ, LEVIN, COHN, FERRIS, GLOVSKY AND POPEO, P.C.

Please note that we are opining only as to the matters expressly set forth herein, and no opinion should be inferred as to any other matters. This opinion is based upon currently existing statutes, rules, regulations and judicial decisions, and we disclaim any obligation to advise you of any change in any of these sources of law or subsequent legal or factual developments which might affect any matters or opinions set forth herein.

Based upon the foregoing, we are of the opinion that the Shares, when issued and delivered in accordance with the terms of the Inducement Grants, will be validly issued, fully paid and non-assessable.

We understand that you wish to file this opinion with the Commission as an exhibit to the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K promulgated under the Securities Act, and we hereby consent thereto. In giving this consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission promulgated thereunder.

Very truly yours,

/s/ Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Registration Statement (Form S-8) pertaining to the Non-Qualified Stock Option Agreement, Performance-Based Non-Qualified Stock Option Agreement, Restricted Stock Unit Agreement, and Performance-Based Restricted Stock Unit Agreement of our reports dated August 13, 2020, with respect to the consolidated financial statements of Myriad Genetics, Inc. and the effectiveness of internal control over financial reporting of Myriad Genetics, Inc. included in its Annual Report (Form 10-K) for the year ended June 30, 2020, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Salt Lake City, Utah
August 13, 2020

MYRIAD GENETICS, INC.

NON-QUALIFIED STOCK OPTION GRANT NOTICE
(Time-Based)

1. Name of Participant: Paul J. Diaz
2. Date of Option Grant: August 13, 2020
3. Maximum Number of Shares for which this Option is exercisable: [_____]
4. Exercise (purchase) price per share: \$[_____]
5. Option Expiration Date: August 13, 2027
6. Vesting Start Date: This option shall vest and become exercisable as provided below, but in no event earlier than August 13, 2021
7. Vesting Schedule: This Option shall become vested and exercisable (and the Shares issued upon exercise shall be vested) as follows, provided (except as otherwise set forth below) the Participant is an Employee of the Company or of an Affiliate on the applicable vesting date:
 - On the first anniversary of the Vesting Start Date 25% of the Shares
 - On the second anniversary of the Vesting Start Date an additional 25% of the Shares
 - On the third anniversary of the Vesting Start Date an additional 25% of the Shares
 - On the fourth anniversary of the Vesting Start Date an additional 25% of the Shares

Notwithstanding the foregoing:

- (a) Termination by the Company without Cause or by the Participant for Good Reason. In the event that (i) the Participant's employment is terminated by the Company other than for Cause, Disability or death, or (ii) the Participant terminates his employment for Good Reason, subject to and in accordance with the conditions set forth in this

Agreement and Sections 4(c)(iii) and 4(f) of the Employment Agreement, this Option shall become vested and exercisable to the extent scheduled to vest on or before the date two (2) years following the Termination Date, provided that for purpose of determining the portion of this Option that will vest under this Section 7(a), each annual vesting installment set forth above in this Section 7 shall be deemed to vest in monthly installments over the one-year period preceding the applicable scheduled annual vesting date (i.e., if an acceleration pursuant to this Section 7(a) occurred, for purposes of determining such acceleration the Option shall be considered to vest in forty eight (48) monthly installments following the Vesting Start Date, and the portion of the award that vests pursuant to this clause will be the portion of the forty-eight (48) monthly vesting installments that would be scheduled to vest on or before the date two (2) years following the Termination Date less the portion of the Option that had already vested pursuant to its terms before the Termination Date), with no additional pro-rata vesting for a portion of a month if the end of such two (2)-year period falls between the deemed monthly vesting dates; and

- (b) Termination by the Company without Cause or by the Participant for Good Reason Following a Change of Control. In the event that a Change of Control occurs, and within a period of three (3) months prior to, upon, or twenty four (24) months following a Change of Control, either (i) the Participant's employment is terminated by the Company other than for Cause, Disability or death, or (ii) the Participant terminates his employment for Good Reason, subject to and in accordance with the conditions set forth in this Agreement and Sections 4(e)(iii) and 4(f) of the Employment Agreement, this Option shall become fully vested and exercisable; and
- (c) Termination by the Company as a Result of the Participant's Disability or Death. In the event that the Participant's employment is terminated by the Company as a result of the Participant's Disability or death, subject to and in accordance with the conditions set forth in this Agreement and Sections 4(d)(ii) and 4(f) of the Employment Agreement, this Option shall become vested and exercisable in a pro rata amount based on the period of employment between the most recent vesting date prior to the Termination Date and the Termination Date, provided that for purpose of determining the portion of the Option that vests under this Section 7(c), the annual vesting installments shall be deemed to vest in monthly installments over the applicable year of service, with no additional pro-rata vesting for a portion of a month if the Termination Date falls between the deemed monthly vesting dates.

The foregoing rights are cumulative and are subject to the other terms and conditions of this Agreement.

The Option is granted to the Participant pursuant to the Participant's Executive Employment Agreement with the Company dated August 13, 2020 (the "Employment Agreement"), and any capitalized terms not defined herein are defined in the Employment Agreement.

The Company and the Participant acknowledge receipt of this Stock Option Grant Notice and agree to the terms of the Stock Option Agreement attached hereto, and the terms of this Option Grant as set forth above (collectively, this "Agreement").

This Agreement may be executed in two or more counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For all purposes an electronic signature shall be treated as an original.

MYRIAD GENETICS, INC.

By: _____

S. Louise Phanstiel
Board Chair

Paul J. Diaz

MYRIAD GENETICS, INC.

NON-QUALIFIED STOCK OPTION AGREEMENT

AGREEMENT made as of the date of grant set forth in the Stock Option Grant Notice by and between Myriad Genetics, Inc. (the "Company"), a Delaware corporation, and Paul J. Diaz (the "Participant").

WHEREAS, the Company desires to grant to the Participant an Option to purchase shares of its common stock, \$.01 par value per share ("Common Stock" or the "Shares") as an inducement material to the Participant's entering into employment as President and Chief Executive Officer of the Company, effective August 13, 2020, in accordance with the terms of the Employment Agreement; and

WHEREAS, the Company and the Participant each intend that the Option granted herein shall be a non-qualified stock option.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the parties hereto agree as follows:

1. **DEFINITIONS.**

Unless otherwise specified or unless the context otherwise requires, the following terms, as used in this Agreement, have the following meanings:

Administrator means the Board of Directors, unless it has delegated power to act on its behalf to the Committee, in which case the term Administrator means the Committee.

Affiliate means a corporation which, for purposes of Section 424 of the Code, is a parent or subsidiary of the Company, direct or indirect.

Board of Directors means the Board of Directors of the Company.

Cause has the meaning given to such term in the Employment Agreement.

Change of Control has the meaning given to such term in the Employment Agreement.

Code means the United States Internal Revenue Code of 1986, as amended, including any successor statute, regulation and guidance thereto.

Committee means the committee of the Board of Directors to which the Board of Directors has delegated power to act.

Director means any member of the Board of Directors.

Disability or Disabled has the meaning given to such term in the Employment Agreement.

Employee means any employee of the Company or of an Affiliate (including, without limitation, an employee who is also serving as an officer or director of the Company or of an Affiliate).

Exchange Act means the Securities Exchange Act of 1934, as amended.

Fair Market Value of a Share of Common Stock means:

If the Common Stock is listed on a national securities exchange or traded in the over-the-counter market and sales prices are regularly reported for the Common Stock, the closing or, if not applicable, the last price of the Common Stock on the composite tape or other comparable reporting system for the trading day on the applicable date and if such applicable date is not a trading day, the last market trading day prior to such date;

If the Common Stock is not traded on a national securities exchange but is traded on the over-the-counter market, if sales prices are not regularly reported for the Common Stock for the trading day referred to in the preceding paragraph, and if bid and asked prices for the Common Stock are regularly reported, the mean between the bid and the asked price for the Common Stock at the close of trading in the over-the-counter market for the trading day on which Common Stock was traded on the applicable date and if such applicable date is not a trading day, the last market trading day prior to such date; and

If the Common Stock is neither listed on a national securities exchange nor traded in the over-the-counter market, such value as the Administrator, in good faith, shall determine in compliance with applicable laws.

Good Reason has the meaning given to such term in the Employment Agreement.

Non-Qualified Option means an option which is not intended to qualify as an incentive stock option under Section 422 of the Code.

Option means a Non-Qualified Option granted as an inducement award under Nasdaq Listing Rule 5635(c)(4).

Securities Act means the Securities Act of 1933, as amended.

Service means the Participant is an Employee of the Company or an Affiliate, a consultant to the Company or an Affiliate, or a member of the board of directors of the Company or an Affiliate.

Survivor means the deceased Participant's legal representatives and/or any person or persons who acquire the Option by will or by the laws of descent and distribution.

2. GRANT OF OPTION.

The Company hereby grants to the Participant the right and option to purchase all or any part of an aggregate of the number of Shares set forth in the Stock Option Grant Notice, on the terms and conditions and subject to all the limitations set forth herein and under United States securities and tax laws.

3. EXERCISE PRICE.

The exercise price of the Shares covered by the Option shall be the amount per Share set forth in the Stock Option Grant Notice, subject to adjustment, as provided in Section 10, in the event of a stock split, reverse stock split or other events affecting the holders of Shares after the date hereof (the "Exercise Price"). Payment shall be made in accordance with Section 6 of this Agreement.

4. EXERCISABILITY OF OPTION.

Subject to the terms and conditions set forth in this Agreement, the Option granted hereby shall become vested and exercisable as set forth in the Stock Option Grant Notice and is subject to the other terms and conditions of this Agreement.

5. TERM OF OPTION.

This Option shall terminate on the Option Expiration Date as specified in the Stock Option Grant Notice, but shall be subject to earlier termination as provided herein.

If the Participant's Service ceases (the date the Participant's Service ceases is referred to as the "Termination Date") for any reason other than (i) the death or Disability of the Participant, or (ii) termination of the Participant for Cause (including any related resignation or removal from the Board of Directors related thereto), the Option to the extent vested and exercisable pursuant to Section 4 hereof (including the acceleration provisions of Section 7(b) of the Grant Notice) as of the Termination Date, and not previously terminated in accordance with this Agreement, may be exercised within three months after the Termination Date, or on or prior to the Option Expiration Date as specified in the Stock Option Grant Notice, whichever is earlier, but may not be exercised thereafter except as set forth below in the last paragraph of this Section 5. In such event, subject to Section 4 hereof, the unvested portion of the Option shall not be exercisable and shall expire and be cancelled as of the Termination Date.

In the event the Participant's Service is terminated by the Company or an Affiliate for Cause (including any related resignation or removal from the Board of Directors related thereto), the Participant's right to exercise any unexercised portion of this Option even if vested shall cease immediately as of the time the Participant is notified pursuant to the Employment Agreement that his Service is terminated for Cause, and this Option shall thereupon terminate. Notwithstanding anything herein to the contrary, if subsequent to the Participant's termination, but prior to the exercise of the Option, the Administrator determines that, prior to the Participant's termination, the Participant engaged in conduct which would constitute Cause, then the Participant shall immediately cease to have any right to exercise the Option and this Option shall thereupon terminate.

In the event of the death or Disability of the Participant, the Option shall be exercisable, to the extent that the Option has become exercisable but has not been exercised as of the date of death or Disability, within one year after the Participant's termination due to death or Disability or, if earlier, on or prior to the Option Expiration Date as specified in the Stock Option Grant Notice.

Notwithstanding the foregoing, other than in the event of termination by the Company for Cause, in the event of the Participant's Disability or death within three months after the Termination Date, the Participant or the Participant's Survivors may exercise the Option, to the extent vested as of the Termination Date, within one year after the Termination Date, but in no event after the Option Expiration Date as specified in the Stock Option Grant Notice.

6. METHOD OF EXERCISING OPTION.

Subject to the terms and conditions of this Agreement, the Option may be exercised by written notice to the Company or its designee, in substantially the form of Exhibit A attached hereto (or in such other form acceptable to the Company, which may include electronic notice). Such notice shall state the number of Shares with respect to which the Option is being exercised and shall be signed by the person exercising the Option (which signature may be provided electronically in a form acceptable to the Company). Payment of the Exercise Price for such Shares and any tax withholding obligations arising in connection with an exercise of the Option shall be made (a) in United States dollars in cash or by check; or (b) at the discretion of the Administrator, through delivery of shares of Common Stock held for at least six months (if required to avoid negative accounting treatment) having a Fair Market Value (as defined below) equal as of the date of the exercise to the aggregate cash exercise price (and related withholding obligations) for the number of Shares as to which the Option is being exercised; (c) at the discretion of the Administrator, by having the Company retain from the Shares otherwise issuable upon exercise of the Option, a number of Shares having a Fair Market Value equal as of the date of exercise to the aggregate exercise price for the number of Shares as to which the Option is being exercised (and related withholding obligations); or (d) in accordance with a cashless exercise program established at the discretion of the Company with a securities brokerage firm; or (e) at the discretion of the Administrator, by any combination of (a), (b), (c) and (d) above; or (f) at the discretion of the Administrator, by payment of such other lawful consideration as the Administrator may determine. The Company shall deliver such Shares as soon as practicable after the notice shall be received, provided, however, that the Company may delay issuance of such Shares until completion of any action or obtaining of any consent (which the Company will use commercially reasonable efforts to promptly obtain), which the Company reasonably deems necessary under any applicable law (including, without limitation, state securities or "blue sky" laws). The Shares as to which the Option shall have been so exercised shall be registered in the Company's share register in the name of the person so exercising the Option (or, if the Option shall be exercised by the Participant and if the Participant shall so request in the notice exercising the Option, shall be registered in the Company's share register in the name of the Participant and another person jointly, with right of survivorship) and shall be delivered as provided above to or

upon the written order of the person exercising the Option. In the event the Option shall be exercised, pursuant to Section 5 hereof, by any person other than the Participant, such notice shall be accompanied by appropriate proof of the right of such person to exercise the Option. All Shares that shall be purchased upon the exercise of the Option as provided herein shall be fully paid and nonassessable. The Company will use commercially reasonable efforts to register, under the Securities Act of 1933, as amended, the offer and sale to the Participant of the Shares subject to the Option.

7. PARTIAL EXERCISE.

Exercise of this Option to the extent above stated may be made in part at any time and from time to time within the above limits, except that no fractional share shall be issued pursuant to this Option.

8. NON-ASSIGNABILITY.

The Option shall not be transferable by the Participant otherwise than (a) by will or by the laws of descent and distribution, (b) pursuant to a qualified domestic relations order as defined by the Code or Title I of the Employee Retirement Income Security Act or the rules thereunder, or (c) to a "family member" as such term is defined in the SEC's General Instructions to a Registration Statement on Form S-8, pursuant to a transfer agreement approved by the Administrator (which approval shall not unreasonably be withheld) in which the family member acknowledges and agrees to the terms of this Agreement. Except as provided above in this paragraph, the Option shall be exercisable, during the Participant's lifetime, only by the Participant (or, in the event of legal incapacity or incompetency, by the Participant's guardian or representative) and shall not be assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and shall not be subject to execution, attachment or similar process. Any attempted transfer, assignment, pledge, hypothecation or other disposition of the Option or of any rights granted hereunder contrary to the provisions of this Section 8, or the levy of any attachment or similar process upon the Option shall be null and void.

9. NO RIGHTS AS STOCKHOLDER UNTIL EXERCISE.

The Participant shall have no rights as a stockholder with respect to Shares subject to this Agreement until registration of the Shares in the Company's share register in the name of the Participant. Except as is expressly provided in Section 10 of this Agreement with respect to certain changes in the capitalization of the Company, no adjustment shall be made for dividends or similar rights for which the record date is prior to the date of such registration.

10. ADJUSTMENTS.

Upon the occurrence of any of the following events, the Participant's rights with respect to the Option shall be adjusted as hereinafter provided.

(a) Stock Dividends and Stock Splits. If (i) the Shares shall be subdivided or combined into a greater or smaller number of shares or if the Company shall issue any Shares as a stock dividend on its outstanding Shares, or (ii) additional shares or new or different shares or other

securities of the Company or other non-cash assets are distributed with respect to such Shares, the Option and the number of Shares deliverable thereunder shall be appropriately increased or decreased proportionately, and appropriate adjustments shall be made including, in the exercise price per share, to reflect such events.

(b) Corporate Transactions. If the Company is to be consolidated with or acquired by another entity in a merger, consolidation, or sale of all or substantially all of the Company's assets, or the acquisition of all of the outstanding voting stock of the Company in a single transaction or a series of related transactions by a single entity other than a transaction to merely change the state of incorporation (a "Corporate Transaction"), the Administrator or the board of directors of any entity assuming the obligations of the Company hereunder (the "Successor Board"), shall, as to the unexercised portion of the Option, either (i) make appropriate provision for the continuation of the Option by substituting on an equitable basis for the Shares then subject to the Option either the consideration payable with respect to the outstanding Shares in connection with the Corporate Transaction or securities of any successor or acquiring entity; or (ii) upon written notice to the Participant, provide that the Option is fully vested and exercisable and must be exercised within a specified number of days of the date of such notice (such specified number of days to give the Participant reasonable notice of the impending termination and a reasonable opportunity to exercise the Option during such notice period), at the end of which period the Option shall terminate; or (iii) terminate the Option in exchange for payment of an amount equal to the consideration payable upon consummation of such Corporate Transaction to the holder of the number of Shares into which the Option would have been exercisable (assuming the Option was fully vested and exercisable) less the aggregate exercise price thereof. For purposes of determining the payments to be made pursuant to Subclause (iii) above, in the case of a Corporate Transaction the consideration for which, in whole or in part, is other than cash, the consideration other than cash shall be valued at the fair value thereof as determined reasonably and in good faith by the Board of Directors.

(c) Recapitalization or Reorganization. In the event of a recapitalization or reorganization of the Company other than a Corporate Transaction pursuant to which securities of the Company or of another corporation are issued with respect to the outstanding Shares, the Participant upon exercising the Option after the recapitalization or reorganization shall be entitled to receive for the price paid upon such exercise or acceptance if any, the number of replacement securities which would have been received if the Option had been exercised prior to such recapitalization or reorganization.

(d) Modification of Options. Notwithstanding the foregoing, any adjustments made pursuant to Subsection (a), (b) or (c) above shall be made only after the Administrator determines whether such adjustments would cause any adverse tax consequences, including, but not limited to, pursuant to Section 409A of the Code. If the Administrator determines that such adjustments would constitute a modification of the Option or other adverse tax consequence to the Participant, it may refrain from making such adjustments, unless the Participant specifically agrees in writing that such adjustment be made and agrees to accept full responsibility for any tax liability resulting therefrom.

(e) Dissolution or Liquidation of the Company. Upon the dissolution or liquidation of the Company other than in connection with a transaction, recapitalization or reorganization referenced in Section 10(b) or 10(c), the Option will terminate and become null and void; provided, however, that if the rights of the Participant or the Participant's Survivors have not otherwise terminated and expired, the Participant or the Participant's Survivors will have the right immediately prior to such dissolution or liquidation to exercise the Option to the extent that the Option is exercisable as of the date immediately prior to such dissolution or liquidation.

11. TAXES.

The Participant acknowledges and agrees that (i) any income or other taxes due from the Participant with respect to this Option or the Shares issuable pursuant to this Option shall be the Participant's responsibility; (ii) the Participant was free to use professional advisors of his or her choice in connection with this Agreement, has received advice from his or her professional advisors in connection with this Agreement, understands its meaning and import, and is entering into this Agreement freely and without coercion or duress; (iii) the Participant has not received and is not relying upon any advice, representations or assurances made by or on behalf of the Company or any Affiliate or any employee of or counsel to the Company or any Affiliate regarding any tax or other effects or implications of the Option, the Shares or other matters contemplated by this Agreement; and (iv) neither the Administrator, the Company, its Affiliates, nor any of its officers or directors, shall be held liable for any applicable costs, taxes, or penalties associated with the Option if, in fact, the Internal Revenue Service were to determine that the Option constitutes deferred compensation under Section 409A of the Code.

The Participant agrees that the Company may withhold from the Participant's remuneration, if any, the minimum statutory amount of federal, state and local withholding taxes attributable to such amount that is considered compensation includable in such person's gross income (to the extent such withholding obligations are not satisfied as provided in Section 6). At the Company's discretion, the amount required to be withheld (to the extent such withholding obligations are not satisfied as provided in Section 6) may be withheld in cash from such remuneration, or in kind from the Shares otherwise deliverable to the Participant on exercise of the Option. The Participant further agrees that, if the Company does not withhold an amount from the Participant's remuneration sufficient to satisfy the Company's income tax withholding obligation and such withholding obligations are not satisfied as provided in Section 6, the Participant will reimburse the Company on demand, in cash, for the amount under-withheld.

12. PURCHASE FOR INVESTMENT.

Unless the offering and sale of the Shares to be issued upon the particular exercise of the Option shall have been effectively registered under the Securities Act, the Company shall be under no obligation to issue the Shares covered by such exercise unless the Company has determined (which determination shall be made promptly, reasonably and in good faith) that such exercise and issuance would be exempt from the registration requirements of the Securities Act and until the following conditions have been fulfilled:

(a) The person(s) who exercise the Option shall warrant to the Company, at the time of such exercise, that such person(s) are acquiring such Shares for their own respective accounts, for investment, and not with a view to, or for sale in connection with, the distribution of any such Shares, in which event the person(s) acquiring such Shares shall be bound by the provisions of the following legend which shall be endorsed upon any certificate(s) evidencing the Shares issued pursuant to such exercise:

“The shares represented by this certificate have been taken for investment and they may not be sold or otherwise transferred by any person, including a pledgee, unless (1) either (a) a Registration Statement with respect to such shares shall be effective under the Securities Act of 1933, as amended, or (b) the Company shall have received an opinion of counsel satisfactory to it that an exemption from registration under such Act is then available, and (2) there shall have been compliance with all applicable state securities laws;” and

(b) If the Company reasonably and in good faith determines that such an opinion is necessary, the Company shall have received an opinion of its counsel that the Shares may be issued upon such particular exercise in compliance with the Securities Act without registration thereunder. Without limiting the generality of the foregoing, the Company may delay issuance of the Shares until completion of any action or obtaining of any consent, which the Company reasonably and in good faith deems necessary under any applicable law (including without limitation state securities or “blue sky” laws), which the Company shall use commercially reasonable efforts to promptly obtain.

14. NO OBLIGATION TO MAINTAIN RELATIONSHIP.

The Participant acknowledges that: (i) the Company is not by this Agreement obligated to continue the Participant as an employee of the Company or an Affiliate; (ii) the grant of the Option is a one-time benefit which does not create any contractual or other right to receive future grants of options, or benefits in lieu of options; (iii) all determinations with respect to any such future grants, including, but not limited to, the times when options shall be granted, the number of shares subject to each option, the option price, and the time or times when each option shall be exercisable, will be at the sole discretion of the Company; (iv) the value of the Option is an extraordinary item of compensation which is outside the scope of the Participant’s employment or consulting contract, if any; and (v) the Option is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments. Nothing in the preceding sentence, however, limits any right or remedy of the Participant, or obligation of the Company, under the Employment Agreement.

15. NOTICES.

Any notices required or permitted by the terms of this Agreement shall be given by recognized courier service, facsimile, registered or certified mail, return receipt requested, addressed as follows:

If to the Company:

Myriad Genetics, Inc.

Attention: General Counsel
320 Wakara Way
Salt Lake City, UT 84108

If to the Participant to the last known address provided to the Human Resources department by the Participant or to such other address or addresses of which notice in the same manner has previously been given. Any such notice shall be deemed to have been given upon the earlier of receipt, one business day following delivery to a recognized courier service or three business days following mailing by registered or certified mail.

16. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the conflict of law principles thereof. For the purpose of litigating any dispute that arises under this Agreement, the parties hereby consent to exclusive jurisdiction in the state of Utah and agree that such litigation shall be conducted in the state courts of the state of Utah or the federal courts of the United States for the District of Utah.

17. BENEFIT OF AGREEMENT.

(a) This Agreement is personal to the Participant and without the prior written consent of the Company shall not be assignable by the Participant otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Participant's legal representatives.

(b) This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns; provided that the Company shall not assign this Agreement except to a parent entity, or a successor to all or substantially all of the business or assets of the Company (or a parent thereof), in a transaction or event to which Section 10 applies. To the extent the Option continues after such event or there remains any unsatisfied obligation of the Company pursuant to Section 10, the Company shall require any successor to all or substantially all of the Company's business and/or assets to assume expressly and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place.

18. SEVERABILITY.

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be modified to the extent necessary to make such provision valid and enforceable, and to the extent that this is impossible, then such provision shall be deemed to be excised from this Agreement, and the validity, legality and enforceability of the rest of this Agreement shall not be affected thereby.

19. ENTIRE AGREEMENT.

This Agreement and the relevant provisions of the Employment Agreement embody the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof.

20. MODIFICATIONS AND AMENDMENTS.

The terms of this Agreement may be modified or amended by the Administrator; provided that any modification or amendment of this Agreement shall not, without the consent of the Participant, adversely affect the Participant's rights under this Agreement.

21. WAIVERS AND CONSENTS.

The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent.

21. DATA PRIVACY.

By entering into this Agreement, the Participant: (i) authorizes the Company and each Affiliate, and any agent of the Company or any Affiliate facilitating the grant or administration of the Option, to disclose to the Company or any of its Affiliates such information and data as the Company or any such Affiliate shall request in order to facilitate the grant or administration of the Option; and (ii) authorizes the Company and each Affiliate to store and transmit such information in electronic form for the purposes set forth in this Agreement.

22. CLAWBACK.

Notwithstanding anything to the contrary contained in this Agreement, the Company may recover from the Participant any compensation received from the Option or cause the Participant to forfeit the Option (whether or not vested) in accordance with any forfeiture or clawback policy established by the Company generally for executives from time to time.

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NOTICE OF EXERCISE OF STOCK OPTION

[Form for Shares registered in the United States]

To: MYRIAD GENETICS, INC.

IMPORTANT NOTICE: This form of Notice of Exercise may only be used at such time as the Company has filed a Registration Statement with the Securities and Exchange Commission under which the issuance of the Shares for which this exercise is being made is registered and such Registration Statement remains effective.

Ladies and Gentlemen:

I hereby exercise my Stock Option to purchase _____ shares (the "Shares") of the common stock, \$0.01 par value, of MYRIAD GENETICS, INC. (the "Company"), at the exercise price of \$_____ per share, pursuant to and subject to the terms of that Stock Option Grant Notice dated August [__], 2020.

I understand the nature of the investment I am making and the financial risks thereof. I am aware that it is my responsibility to have consulted with competent tax and legal advisors about the relevant national, state and local income tax and securities laws affecting the exercise of the Option and the purchase and subsequent sale of the Shares.

I am paying the option exercise price for the Shares as follows:

Please issue the Shares (check one):

to me; or

to me and _____, as joint tenants with right of survivorship,

at the following address:

My mailing address for stockholder communications, if different from the address listed above, is:

Very truly yours,

Participant (signature)

Print Name

Date

Exhibit A-2

MYRIAD GENETICS, INC.

**NON-QUALIFIED STOCK OPTION GRANT NOTICE
(Performance-Based)**

1. Name of Participant: Paul J. Diaz
2. Date of Option Grant: August 13, 2020
3. Maximum Number of Shares for which this Option is exercisable: [_____]
4. Exercise (purchase) price per share: \$[_____]
5. Option Expiration Date: August 13, 2027
6. Vesting Start Date: This option shall vest and become exercisable as provided below, but in no event earlier than August 13, 2021
7. Vesting Schedule: This Option shall become vested and exercisable (and the Shares issued upon exercise shall be vested) on the date of certification by the Administrator of the achievement of the following milestone stock prices (each, a "Milestone Stock Price"), provided (except as otherwise set forth below) the Participant is an Employee of the Company or of an Affiliate on the applicable vesting date; and provided further that no portion of the Option may vest (except as otherwise set forth below) earlier than August 13, 2021:
 - (i) 20% of the Option shall vest upon Achievement (as defined below) of a stock price that exceeds [____] the exercise price per share of the Option;
 - (ii) 20% of the Option shall vest upon Achievement of a stock price that exceeds [____] the exercise price per share of the Option;
 - (iii) 20% of the Option shall vest upon Achievement of a stock price that exceeds [____] the exercise price per share of the Option;
 - (iv) 20% of the Option shall vest upon Achievement of a stock price that exceeds [____] the exercise price per share of the Option; and
 - (v) 20% of the Option shall vest upon Achievement of a stock price that exceeds [____] the exercise price per share of the Option.

"Achievement" of each applicable Milestone Stock Price shall be based on the average of the closing prices of the Common Stock on the Nasdaq Stock Market for a period of twenty (20) consecutive trading days exceeding the applicable Milestone Stock Price. For the avoidance of doubt, upon the achievement of any of the Milestone Stock Prices described in clauses (b) through (e), above, the Milestone Stock Prices in the preceding clauses shall also be deemed achieved.

Notwithstanding the foregoing:

- (a) Termination by the Company without Cause or by the Participant for Good Reason. In the event that (i) the Participant's employment is terminated by the Company other than for Cause, Disability or death, or (ii) the Participant terminates his employment for Good Reason, subject to and in accordance with the conditions set forth in this Agreement and Sections 4(c)(iii) and 4(f) of the Employment Agreement, to the extent this Option is not fully vested as of the Termination Date, this Option shall remain outstanding and eligible for additional Milestone Stock Price vesting for two (2) years following the Termination Date, but in no event later than the Option Expiration Date; and
- (b) Termination by the Company without Cause or by the Participant for Good Reason Following a Change of Control. In the event that a Change of Control occurs, and within a period of three (3) months prior to, upon, or twenty four (24) months following a Change of Control, either (i) the Participant's employment is terminated by the Company other than for Cause, Disability or death, or (ii) the Participant terminates his employment for Good Reason, subject to and in accordance with the conditions set forth in this Agreement and Sections 4(e)(iii) and 4(f) of the Employment Agreement, this Option shall become fully vested and exercisable; and
- (c) Termination by the Company as a Result of the Participant's Disability or Death. In the event that the Participant's employment is terminated by the Company as a result of the Participant's Disability or death, subject to and in accordance with the conditions set forth in this Agreement and Sections 4(d)(ii) and 4(f) of the Employment Agreement, this Option shall become vested and exercisable to the extent of certification by the Administrator that Achievement of any Milestone occurred prior to the Termination Date.

The foregoing rights are cumulative and are subject to the other terms and conditions of this Agreement.

The Option is granted to the Participant pursuant to the Participant's Executive Employment Agreement with the Company dated August 13, 2020 (the "Employment Agreement"), and any capitalized terms not defined herein are defined in the Employment Agreement.

The Company and the Participant acknowledge receipt of this Stock Option Grant Notice and agree to the terms of the Stock Option Agreement attached hereto, and the terms of this Option Grant as set forth above (collectively, this "Agreement").

This Agreement may be executed in two or more counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For all purposes an electronic signature shall be treated as an original.

MYRIAD GENETICS, INC.

By: _____
S. Louise Phanstiel
Board Chair

Paul J. Diaz

MYRIAD GENETICS, INC.

NON-QUALIFIED STOCK OPTION AGREEMENT

AGREEMENT made as of the date of grant set forth in the Stock Option Grant Notice by and between Myriad Genetics, Inc. (the "Company"), a Delaware corporation, and Paul J. Diaz (the "Participant").

WHEREAS, the Company desires to grant to the Participant an Option to purchase shares of its common stock, \$.01 par value per share ("Common Stock" or the "Shares") as an inducement material to the Participant's entering into employment as President and Chief Executive Officer of the Company, effective August 13, 2020, in accordance with the terms of the Employment Agreement; and

WHEREAS, the Company and the Participant each intend that the Option granted herein shall be a non-qualified stock option.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the parties hereto agree as follows:

1. **DEFINITIONS.**

Unless otherwise specified or unless the context otherwise requires, the following terms, as used in this Agreement, have the following meanings:

Administrator means the Board of Directors, unless it has delegated power to act on its behalf to the Committee, in which case the term Administrator means the Committee.

Affiliate means a corporation which, for purposes of Section 424 of the Code, is a parent or subsidiary of the Company, direct or indirect.

Board of Directors means the Board of Directors of the Company.

Cause has the meaning given to such term in the Employment Agreement.

Change of Control has the meaning given to such term in the Employment Agreement.

Code means the United States Internal Revenue Code of 1986, as amended, including any successor statute, regulation and guidance thereto.

Committee means the committee of the Board of Directors to which the Board of Directors has delegated power to act.

Director means any member of the Board of Directors.

Disability or Disabled has the meaning given to such term in the Employment Agreement.

Employee means any employee of the Company or of an Affiliate (including, without limitation, an employee who is also serving as an officer or director of the Company or of an Affiliate).

Exchange Act means the Securities Exchange Act of 1934, as amended.

Fair Market Value of a Share of Common Stock means:

If the Common Stock is listed on a national securities exchange or traded in the over-the-counter market and sales prices are regularly reported for the Common Stock, the closing or, if not applicable, the last price of the Common Stock on the composite tape or other comparable reporting system for the trading day on the applicable date and if such applicable date is not a trading day, the last market trading day prior to such date;

If the Common Stock is not traded on a national securities exchange but is traded on the over-the-counter market, if sales prices are not regularly reported for the Common Stock for the trading day referred to in the preceding paragraph, and if bid and asked prices for the Common Stock are regularly reported, the mean between the bid and the asked price for the Common Stock at the close of trading in the over-the-counter market for the trading day on which Common Stock was traded on the applicable date and if such applicable date is not a trading day, the last market trading day prior to such date; and

If the Common Stock is neither listed on a national securities exchange nor traded in the over-the-counter market, such value as the Administrator, in good faith, shall determine in compliance with applicable laws.

Good Reason has the meaning given to such term in the Employment Agreement.

Non-Qualified Option means an option which is not intended to qualify as an incentive stock option under Section 422 of the Code.

Option means a Non-Qualified Option granted as an inducement award under Nasdaq Listing Rule 5635(c)(4).

Securities Act means the Securities Act of 1933, as amended.

Service means the Participant is an Employee of the Company or an Affiliate, a consultant to the Company or an Affiliate, or a member of the board of directors of the Company or an Affiliate.

Survivor means the deceased Participant's legal representatives and/or any person or persons who acquire the Option by will or by the laws of descent and distribution.

2. GRANT OF OPTION.

The Company hereby grants to the Participant the right and option to purchase all or any part of an aggregate of the number of Shares set forth in the Stock Option Grant Notice, on the terms and conditions and subject to all the limitations set forth herein and under United States securities and tax laws.

3. EXERCISE PRICE.

The exercise price of the Shares covered by the Option shall be the amount per Share set forth in the Stock Option Grant Notice, subject to adjustment, as provided in Section 10, in the event of a stock split, reverse stock split or other events affecting the holders of Shares after the date hereof (the "Exercise Price"). Payment shall be made in accordance with Section 6 of this Agreement.

4. EXERCISABILITY OF OPTION.

Subject to the terms and conditions set forth in this Agreement, the Option granted hereby shall become vested and exercisable as set forth in the Stock Option Grant Notice and is subject to the other terms and conditions of this Agreement.

5. TERM OF OPTION.

This Option shall terminate on the Option Expiration Date as specified in the Stock Option Grant Notice, but shall be subject to earlier termination as provided herein.

If the Participant's Service ceases (the date the Participant's Service ceases is referred to as the "Termination Date") for any reason other than (i) termination of the Participant by the Company without Cause or by the Participant for Good Reason, (ii) the death or Disability of the Participant, or (iii) termination of the Participant for Cause (including any related resignation or removal from the Board of Directors related thereto), the Option to the extent then vested and exercisable pursuant to Section 4 hereof as of the Termination Date, and not previously terminated in accordance with this Agreement, may be exercised within three months after the Termination Date, or on or prior to the Option Expiration Date as specified in the Stock Option Grant Notice, whichever is earlier, but may not be exercised thereafter except as set forth below in the last paragraph of this Section 5. In such event, the unvested portion of the Option shall not be exercisable and shall expire and be cancelled as of the Termination Date.

If the Participant's Service ceases as a result of (i) termination by the Company without Cause (excluding termination as a result of Disability or death), or (ii) termination by the Participant for Good Reason, the Option to the extent vested and exercisable pursuant to Section 4 hereof (including the acceleration provisions of Section 7(b) of the Grant Notice) as of the Termination Date, and not previously terminated in accordance with this Agreement, may be exercised within three months after the Termination Date, or on or prior to the Option Expiration Date as specified in the Stock Option Grant Notice, whichever is earlier, but may not be exercised thereafter; provided, however, that, subject to and in accordance with the provisions of this

Agreement and Sections 4(c)(iii) and 4(f) of the Employment Agreement, to the extent the Option is not vested, the Option shall remain outstanding and eligible for vesting for two (2) years following the Termination Date, but in no event later than the Option Expiration Date, and upon any such vesting, the Option may be exercised within three months after the vesting date.

In the event the Participant's Service is terminated by the Company or an Affiliate for Cause (including any related resignation or removal from the Board of Directors related thereto), the Participant's right to exercise any unexercised portion of this Option even if vested shall cease immediately as of the time the Participant is notified pursuant to the Employment Agreement that his Service is terminated for Cause, and this Option shall thereupon terminate. Notwithstanding anything herein to the contrary, if subsequent to the Participant's termination, but prior to the exercise of the Option, the Administrator determines that, prior to the Participant's termination, the Participant engaged in conduct which would constitute Cause, then the Participant shall immediately cease to have any right to exercise the Option and this Option shall thereupon terminate.

In the event of the death or Disability of the Participant, the Option shall be exercisable, to the extent that the Option has become exercisable but has not been exercised as of the date of death or Disability, within one year after the Participant's termination due to death or Disability or, if earlier, on or prior to the Option Expiration Date as specified in the Stock Option Grant Notice.

Notwithstanding the foregoing, other than in the event of termination by the Company for Cause, in the event of the Participant's Disability or death within three months after the Termination Date, the Participant or the Participant's Survivors may exercise the Option, to the extent vested as of the Termination Date, within one year after the Termination Date, but in no event after the Option Expiration Date as specified in the Stock Option Grant Notice.

6. METHOD OF EXERCISING OPTION.

Subject to the terms and conditions of this Agreement, the Option may be exercised by written notice to the Company or its designee, in substantially the form of Exhibit A attached hereto (or in such other form acceptable to the Company, which may include electronic notice). Such notice shall state the number of Shares with respect to which the Option is being exercised and shall be signed by the person exercising the Option (which signature may be provided electronically in a form acceptable to the Company). Payment of the Exercise Price for such Shares and any tax withholding obligations arising in connection with an exercise of the Option shall be made (a) in United States dollars in cash or by check; or (b) at the discretion of the Administrator, through delivery of shares of Common Stock held for at least six months (if required to avoid negative accounting treatment) having a Fair Market Value (as defined below) equal as of the date of the exercise to the aggregate cash exercise price (and related withholding obligations) for the number of Shares as to which the Option is being exercised; (c) at the discretion of the Administrator, by having the Company retain from the Shares otherwise issuable upon exercise of the Option, a number of Shares having a Fair Market Value equal as of the date of exercise to the aggregate exercise price for the number of Shares as to which the Option is being exercised (and related withholding obligations); or (d) in accordance with a cashless exercise

program established at the discretion of the Company with a securities brokerage firm; or (e) at the discretion of the Administrator, by any combination of (a), (b), (c) and (d) above; or (f) at the discretion of the Administrator, by payment of such other lawful consideration as the Administrator may determine. The Company shall deliver such Shares as soon as practicable after the notice shall be received, provided, however, that the Company may delay issuance of such Shares until completion of any action or obtaining of any consent (which the Company will use commercially reasonable efforts to promptly obtain), which the Company reasonably deems necessary under any applicable law (including, without limitation, state securities or “blue sky” laws). The Shares as to which the Option shall have been so exercised shall be registered in the Company’s share register in the name of the person so exercising the Option (or, if the Option shall be exercised by the Participant and if the Participant shall so request in the notice exercising the Option, shall be registered in the Company’s share register in the name of the Participant and another person jointly, with right of survivorship) and shall be delivered as provided above to or upon the written order of the person exercising the Option. In the event the Option shall be exercised, pursuant to Section 5 hereof, by any person other than the Participant, such notice shall be accompanied by appropriate proof of the right of such person to exercise the Option. All Shares that shall be purchased upon the exercise of the Option as provided herein shall be fully paid and nonassessable. The Company will use commercially reasonable efforts to register, under the Securities Act of 1933, as amended, the offer and sale to the Participant of the Shares subject to the Option.

7. PARTIAL EXERCISE.

Exercise of this Option to the extent above stated may be made in part at any time and from time to time within the above limits, except that no fractional share shall be issued pursuant to this Option.

8. NON-ASSIGNABILITY.

The Option shall not be transferable by the Participant otherwise than (a) by will or by the laws of descent and distribution, (b) pursuant to a qualified domestic relations order as defined by the Code or Title I of the Employee Retirement Income Security Act or the rules thereunder, or (c) to a “family member” as such term is defined in the SEC’s General Instructions to a Registration Statement on Form S-8, pursuant to a transfer agreement approved by the Administrator (which approval shall not unreasonably be withheld) in which the family member acknowledges and agrees to the terms of this Agreement. Except as provided above in this paragraph, the Option shall be exercisable, during the Participant’s lifetime, only by the Participant (or, in the event of legal incapacity or incompetency, by the Participant’s guardian or representative) and shall not be assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and shall not be subject to execution, attachment or similar process. Any attempted transfer, assignment, pledge, hypothecation or other disposition of the Option or of any rights granted hereunder contrary to the provisions of this Section 8, or the levy of any attachment or similar process upon the Option shall be null and void.

9. NO RIGHTS AS STOCKHOLDER UNTIL EXERCISE.

The Participant shall have no rights as a stockholder with respect to Shares subject to this Agreement until registration of the Shares in the Company's share register in the name of the Participant. Except as is expressly provided in Section 10 of this Agreement with respect to certain changes in the capitalization of the Company, no adjustment shall be made for dividends or similar rights for which the record date is prior to the date of such registration.

10. ADJUSTMENTS.

Upon the occurrence of any of the following events, the Participant's rights with respect to the Option shall be adjusted as hereinafter provided.

(a) Stock Dividends and Stock Splits. If (i) the Shares shall be subdivided or combined into a greater or smaller number of shares or if the Company shall issue any Shares as a stock dividend on its outstanding Shares, or (ii) additional shares or new or different shares or other securities of the Company or other non-cash assets are distributed with respect to such Shares, the Option and the number of Shares deliverable thereunder shall be appropriately increased or decreased proportionately, and appropriate adjustments shall be made including, in the exercise price per share, to reflect such events.

(b) Corporate Transactions. If the Company is to be consolidated with or acquired by another entity in a merger, consolidation, or sale of all or substantially all of the Company's assets, or the acquisition of all of the outstanding voting stock of the Company in a single transaction or a series of related transactions by a single entity other than a transaction to merely change the state of incorporation (a "Corporate Transaction"), the Administrator or the board of directors of any entity assuming the obligations of the Company hereunder (the "Successor Board"), shall, as to the unexercised portion of the Option, either (i) make appropriate provision for the continuation of the Option by substituting on an equitable basis for the Shares then subject to the Option either the consideration payable with respect to the outstanding Shares in connection with the Corporate Transaction or securities of any successor or acquiring entity; or (ii) upon written notice to the Participant, provide that the Option is fully vested and exercisable and must be exercised within a specified number of days of the date of such notice (such specified number of days to give the Participant reasonable notice of the impending termination and a reasonable opportunity to exercise the Option during such notice period), at the end of which period the Option shall terminate; or (iii) terminate the Option in exchange for payment of an amount equal to the consideration payable upon consummation of such Corporate Transaction to the holder of the number of Shares into which the Option would have been exercisable (assuming the Option was fully vested and exercisable) less the aggregate exercise price thereof. For purposes of determining the payments to be made pursuant to Subclause (iii) above, in the case of a Corporate Transaction the consideration for which, in whole or in part, is other than cash, the consideration other than cash shall be valued at the fair value thereof as determined reasonably and in good faith by the Board of Directors.

(c) Recapitalization or Reorganization. In the event of a recapitalization or reorganization of the Company other than a Corporate Transaction pursuant to which securities of the Company or of another corporation are issued with respect to the outstanding Shares, the Participant upon exercising the Option after the recapitalization or reorganization shall be entitled to receive for the price paid upon such exercise or acceptance if any, the number of replacement securities which would have been received if the Option had been exercised prior to such recapitalization or reorganization.

(d) Modification of Options. Notwithstanding the foregoing, any adjustments made pursuant to Subsection (a), (b) or (c) above shall be made only after the Administrator determines whether such adjustments would cause any adverse tax consequences, including, but not limited to, pursuant to Section 409A of the Code. If the Administrator determines that such adjustments would constitute a modification of the Option or other adverse tax consequence to the Participant, it may refrain from making such adjustments, unless the Participant specifically agrees in writing that such adjustment be made and agrees to accept full responsibility for any tax liability resulting therefrom.

(e) Dissolution or Liquidation of the Company. Upon the dissolution or liquidation of the Company other than in connection with a transaction, recapitalization or reorganization referenced in Section 10(b) or 10(c), the Option will terminate and become null and void; provided, however, that if the rights of the Participant or the Participant's Survivors have not otherwise terminated and expired, the Participant or the Participant's Survivors will have the right immediately prior to such dissolution or liquidation to exercise the Option to the extent that the Option is exercisable as of the date immediately prior to such dissolution or liquidation.

11. TAXES.

The Participant acknowledges and agrees that (i) any income or other taxes due from the Participant with respect to this Option or the Shares issuable pursuant to this Option shall be the Participant's responsibility; (ii) the Participant was free to use professional advisors of his or her choice in connection with this Agreement, has received advice from his or her professional advisors in connection with this Agreement, understands its meaning and import, and is entering into this Agreement freely and without coercion or duress; (iii) the Participant has not received and is not relying upon any advice, representations or assurances made by or on behalf of the Company or any Affiliate or any employee of or counsel to the Company or any Affiliate regarding any tax or other effects or implications of the Option, the Shares or other matters contemplated by this Agreement; and (iv) neither the Administrator, the Company, its Affiliates, nor any of its officers or directors, shall be held liable for any applicable costs, taxes, or penalties associated with the Option if, in fact, the Internal Revenue Service were to determine that the Option constitutes deferred compensation under Section 409A of the Code.

The Participant agrees that the Company may withhold from the Participant's remuneration, if any, the minimum statutory amount of federal, state and local withholding taxes attributable to such amount that is considered compensation includable in such person's gross income (to the extent such withholding obligations are not satisfied as provided in Section 6). At the Company's discretion, the amount required to be withheld (to the extent such withholding obligations are not satisfied as provided in Section 6) may be withheld in cash from such remuneration, or in kind from the Shares otherwise deliverable to the Participant on exercise of the Option. The Participant further agrees that, if the Company does not withhold an amount from the Participant's remuneration sufficient to satisfy the Company's income tax withholding obligation and such withholding obligations are not satisfied as provided in Section 6, the Participant will reimburse the Company on demand, in cash, for the amount under-withheld.

12. PURCHASE FOR INVESTMENT.

Unless the offering and sale of the Shares to be issued upon the particular exercise of the Option shall have been effectively registered under the Securities Act, the Company shall be under no obligation to issue the Shares covered by such exercise unless the Company has determined (which determination shall be made promptly, reasonably and in good faith) that such exercise and issuance would be exempt from the registration requirements of the Securities Act and until the following conditions have been fulfilled:

(a) The person(s) who exercise the Option shall warrant to the Company, at the time of such exercise, that such person(s) are acquiring such Shares for their own respective accounts, for investment, and not with a view to, or for sale in connection with, the distribution of any such Shares, in which event the person(s) acquiring such Shares shall be bound by the provisions of the following legend which shall be endorsed upon any certificate(s) evidencing the Shares issued pursuant to such exercise:

“The shares represented by this certificate have been taken for investment and they may not be sold or otherwise transferred by any person, including a pledgee, unless (1) either (a) a Registration Statement with respect to such shares shall be effective under the Securities Act of 1933, as amended, or (b) the Company shall have received an opinion of counsel satisfactory to it that an exemption from registration under such Act is then available, and (2) there shall have been compliance with all applicable state securities laws;” and

(b) If the Company reasonably and in good faith determines that such an opinion is necessary, the Company shall have received an opinion of its counsel that the Shares may be issued upon such particular exercise in compliance with the Securities Act without registration thereunder. Without limiting the generality of the foregoing, the Company may delay issuance of the Shares until completion of any action or obtaining of any consent, which the Company reasonably and in good faith deems necessary under any applicable law (including without limitation state securities or “blue sky” laws), which the Company shall use commercially reasonable efforts to promptly obtain.

14. NO OBLIGATION TO MAINTAIN RELATIONSHIP.

The Participant acknowledges that: (i) the Company is not by this Agreement obligated to continue the Participant as an employee of the Company or an Affiliate; (ii) the grant of the Option is a one-time benefit which does not create any contractual or other right to receive future grants of options, or benefits in lieu of options; (iii) all determinations with respect to any such future grants, including, but not limited to, the times when options shall be granted, the number of shares subject to each option, the option price, and the time or times when each option shall be exercisable, will be at the sole discretion of the Company; (iv) the value of the Option is an extraordinary item of compensation which is outside the scope of the Participant’s employment

or consulting contract, if any; and (v) the Option is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments. Nothing in the preceding sentence, however, limits any right or remedy of the Participant, or obligation of the Company, under the Employment Agreement.

15. NOTICES.

Any notices required or permitted by the terms of this Agreement shall be given by recognized courier service, facsimile, registered or certified mail, return receipt requested, addressed as follows:

If to the Company:

Myriad Genetics, Inc.
Attention: General Counsel
320 Wakara Way
Salt Lake City, UT 84108

If to the Participant to the last known address provided to the Human Resources department by the Participant or to such other address or addresses of which notice in the same manner has previously been given. Any such notice shall be deemed to have been given upon the earlier of receipt, one business day following delivery to a recognized courier service or three business days following mailing by registered or certified mail.

16. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the conflict of law principles thereof. For the purpose of litigating any dispute that arises under this Agreement, the parties hereby consent to exclusive jurisdiction in the state of Utah and agree that such litigation shall be conducted in the state courts of the state of Utah or the federal courts of the United States for the District of Utah.

17. BENEFIT OF AGREEMENT.

(a) This Agreement is personal to the Participant and without the prior written consent of the Company shall not be assignable by the Participant otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Participant's legal representatives.

(b) This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns; provided that the Company shall not assign this Agreement except to a parent entity, or a successor to all or substantially all of the business or assets of the Company (or a parent thereof), in a transaction or event to which Section 10 applies. To the extent the Option continues after such event or there remains any unsatisfied obligation of the Company pursuant to Section 10, the Company shall require any successor to all or substantially all of the Company's business and/or assets to assume expressly and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place.

18. SEVERABILITY.

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be modified to the extent necessary to make such provision valid and enforceable, and to the extent that this is impossible, then such provision shall be deemed to be excised from this Agreement, and the validity, legality and enforceability of the rest of this Agreement shall not be affected thereby.

19. ENTIRE AGREEMENT.

This Agreement and the relevant provisions of the Employment Agreement embody the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof.

20. MODIFICATIONS AND AMENDMENTS.

The terms of this Agreement may be modified or amended by the Administrator; provided that any modification or amendment of this Agreement shall not, without the consent of the Participant, adversely affect the Participant's rights under this Agreement.

21. WAIVERS AND CONSENTS.

The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent.

21. DATA PRIVACY.

By entering into this Agreement, the Participant: (i) authorizes the Company and each Affiliate, and any agent of the Company or any Affiliate facilitating the grant or administration of the Option, to disclose to the Company or any of its Affiliates such information and data as the Company or any such Affiliate shall request in order to facilitate the grant or administration of the Option; and (ii) authorizes the Company and each Affiliate to store and transmit such information in electronic form for the purposes set forth in this Agreement.

22. CLAWBACK.

Notwithstanding anything to the contrary contained in this Agreement, the Company may recover from the Participant any compensation received from the Option or cause the Participant to forfeit the Option (whether or not vested) in accordance with any forfeiture or clawback policy established by the Company generally for executives from time to time.

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NOTICE OF EXERCISE OF STOCK OPTION

[Form for Shares registered in the United States]

To: MYRIAD GENETICS, INC.

IMPORTANT NOTICE: This form of Notice of Exercise may only be used at such time as the Company has filed a Registration Statement with the Securities and Exchange Commission under which the issuance of the Shares for which this exercise is being made is registered and such Registration Statement remains effective.

Ladies and Gentlemen:

I hereby exercise my Stock Option to purchase _____ shares (the "Shares") of the common stock, \$0.01 par value, of MYRIAD GENETICS, INC. (the "Company"), at the exercise price of \$_____ per share, pursuant to and subject to the terms of that Stock Option Grant Notice dated August [__], 2020.

I understand the nature of the investment I am making and the financial risks thereof. I am aware that it is my responsibility to have consulted with competent tax and legal advisors about the relevant national, state and local income tax and securities laws affecting the exercise of the Option and the purchase and subsequent sale of the Shares.

I am paying the option exercise price for the Shares as follows:

Please issue the Shares (check one):

to me; or

to me and _____, as joint tenants with right of survivorship,

at the following address:

My mailing address for stockholder communications, if different from the address listed above, is:

Very truly yours,

Participant (signature)

Print Name

Date

Exhibit A-2

MYRIAD GENETICS, INC.

RESTRICTED STOCK UNIT AWARD NOTICE

(Time-Based)

1. Name of Participant: Paul J. Diaz
2. Grant Date: August 13, 2020
3. Vesting Start Date: August 13, 2020
4. Number of Restricted Stock Units ("RSUs") Awarded: [_____]
5. Vesting Schedule: This Award shall vest as follows provided (except as otherwise set forth below) the Participant is an Employee of the Company or of an Affiliate on the applicable vesting date:

On the first anniversary of the Vesting Start Date	50% of the Award
On the second anniversary of the Vesting Start Date	16.66% of the Award
On the third anniversary of the Vesting Start Date	16.66% of the Award
On the fourth anniversary of the Vesting Start Date	16.68% of the Award

Notwithstanding the foregoing:

- (a) Termination by the Company without Cause or by the Participant for Good Reason. In the event that (i) the Participant's employment is terminated by the Company other than for Cause, Disability or death, or (ii) the Participant terminates his employment for Good Reason, subject to and in accordance with the conditions set forth in this Agreement and Sections 4(c)(iii) and 4(f) of the Employment Agreement, this Award shall vest to the extent scheduled to vest on or before the date two (2) years following the Termination Date; provided that for purpose of determining the portion of this Award that will vest under this Section 5(a), each annual vesting installment set forth

above in this Section 5 shall be deemed to vest in monthly installments over the one-year period preceding the applicable scheduled annual vesting date (i.e., if an acceleration pursuant to this Section 5(a) occurred, for purposes of determining such acceleration, the 50% of the Award scheduled to vest on the first anniversary of the Vesting Start Date shall be deemed to vest in twelve (12) monthly installments following the Vesting Start Date, the 16.66% of the Award scheduled to vest on the second anniversary of the Vesting Start Date shall be deemed to vest in twelve (12) monthly installments following the first anniversary of the Vesting Start Date, and so on, and the portion of the Award that vests pursuant to this clause will be the portion of such monthly vesting installments that would be scheduled to vest on or before the date two (2) years following the Termination Date less the portion of the Award that had already vested pursuant to its terms before the Termination Date), with no additional pro-rata vesting for a portion of a month if the end of such two (2)-year period falls between the deemed monthly vesting dates; and

- (b) Termination by the Company without Cause or by the Participant for Good Reason Following a Change of Control. In the event that a Change of Control occurs, and within a period of three (3) months prior to, upon, or twenty four (24) months following a Change of Control, either (i) the Participant's employment is terminated by the Company other than for Cause, Disability or death, or (ii) the Participant terminates his employment for Good Reason, subject to and in accordance with the conditions set forth in this Agreement and Sections 4(e)(iii) and 4(f) of the Employment Agreement, this Award shall fully vest; and
- (c) Termination by the Company as a Result of the Participant's Disability or Death. In the event that the Participant's employment is terminated by the Company as a result of the Participant's Disability or death, subject to and in accordance with the conditions set forth in this Agreement and Sections 4(d)(ii) and 4(f) of the Employment Agreement, this Award shall vest in a pro rata amount based on the period of employment between the most recent vesting date prior to the Termination Date and the Termination Date, provided that for purpose of determining the portion of the Award that vests under this Section 5(c), the annual vesting installments shall be deemed to vest in monthly installments over the applicable year of service, with no additional pro-rata vesting for a portion of a month if the Termination Date falls between the deemed monthly vesting dates.

The Award is granted to the Participant pursuant to the Participant's Executive Employment Agreement with the Company dated August 13, 2020 (the "Employment Agreement"), and any capitalized terms not defined herein are defined in the Employment Agreement.

The Company and the Participant acknowledge receipt of this Restricted Stock Unit Award notice and agree to the terms of the Restricted Stock Unit Agreement attached hereto, and the terms of this Award as set forth above (collectively, this "Agreement").

This Agreement may be executed in two or more counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For all purposes an electronic signature shall be treated as an original.

MYRIAD GENETICS, INC.

By: _____
S. Louise Phanstiel
Board Chair

Paul J. Diaz

**RESTRICTED STOCK UNIT AGREEMENT -
INCORPORATED TERMS AND CONDITIONS**

AGREEMENT made as of the date of grant set forth in the Restricted Stock Unit Award Grant Notice by and between Myriad Genetics, Inc. (the “Company”), a Delaware corporation, and Paul J. Diaz (the “Participant”).

WHEREAS, the Company desires to grant to the Participant RSUs related to the Company’s common stock, \$0.01 par value per share (“Common Stock”), as an inducement material to the Participant’s entering into employment as President and Chief Executive Officer of the Company, effective August 13, 2020, in accordance with the terms of the Employment Agreement;

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

1. Definitions.

Unless otherwise specified or unless the context otherwise requires, the following terms, as used in this Agreement, have the following meanings:

Administrator means the Board of Directors, unless it has delegated power to act on its behalf to the Committee, in which case the term Administrator means the Committee.

Affiliate means a corporation which, for purposes of Section 424 of the Code, is a parent or subsidiary of the Company, direct or indirect.

Board of Directors means the Board of Directors of the Company.

Cause has the meaning given to such term in the Employment Agreement.

Change of Control has the meaning given to such term in the Employment Agreement.

Code means the United States Internal Revenue Code of 1986, as amended, including any successor statute, regulation and guidance thereto.

Committee means the committee of the Board of Directors to which the Board of Directors has delegated power to act.

Director means any member of the Board of Directors.

Disability or Disabled has the meaning given to such term in the Employment Agreement.

Employee means any employee of the Company or of an Affiliate (including, without limitation, an employee who is also serving as an officer or director of the Company or of an Affiliate).

Exchange Act means the Securities Exchange Act of 1934, as amended.

Good Reason has the meaning given to such term in the Employment Agreement.

RSUs means Restricted Stock Units granted as an inducement award under Nasdaq Listing Rule 5635(c)(4).

Securities Act means the Securities Act of 1933, as amended.

Survivor means the deceased Participant's legal representatives and/or any person or persons who acquire the Option by will or by the laws of descent and distribution.

1. Grant of Award. The Company hereby grants to the Participant an award for the number of RSUs set forth in the Restricted Stock Unit Award Grant Notice (the "Award"). Each RSU represents a contingent entitlement of the Participant to receive one share of Common Stock, on the terms and conditions and subject to all the limitations set forth herein.

2. Vesting of Award.

(a) Subject to the terms and conditions set forth in this Agreement, the Award granted hereby shall vest as set forth in the Restricted Stock Unit Award Grant Notice and is subject to the other terms and conditions of this Agreement. On each vesting date set forth in the Restricted Stock Unit Award Grant Notice, the Participant shall be entitled to receive such number of shares of Common Stock equivalent to the amount of RSUs set forth opposite such vesting date provided that the Participant is employed by the Company or an Affiliate on such vesting date (except as otherwise set forth herein). Such shares of Common Stock shall thereafter be promptly delivered (and in all events within thirty (30) days) by the Company to the Participant following the applicable vesting date and in accordance with this Agreement.

(b) Except as otherwise set forth in the Restricted Stock Unit Award Notice and this Agreement, if the Participant ceases to be employed for any reason by the Company or by an Affiliate (the "Termination Date") prior to a vesting date set forth in the Restricted Stock Unit Award Grant Notice, then as of the Termination Date, all unvested RSUs shall immediately be forfeited to the Company and this Agreement shall terminate and be of no further force or effect.

3. Prohibitions on Transfer and Sale. This Award (including any additional RSUs received by the Participant as a result of stock dividends, stock splits or any other similar transaction affecting the Company's securities without receipt of consideration) shall not be transferable by the Participant otherwise than (i) by will or by the laws of descent and distribution, (ii) pursuant to a qualified domestic relations order as defined by the Code or Title I of the Employee Retirement Income Security Act or the rules thereunder, or (iii) to a "family member" as such term is defined in the SEC's General Instructions to a Registration Statement on Form S-8, pursuant to a transfer agreement approved by the Administrator (which approval shall not unreasonably be withheld) in which the family member acknowledges and agrees to the terms of

this Agreement. Except as provided in the previous sentence, the shares of Common Stock to be issued pursuant to this Agreement shall be issued, during the Participant's lifetime, only to the Participant (or, in the event of legal incapacity or incompetency, to the Participant's guardian or representative). This Award shall not be assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and shall not be subject to execution, attachment or similar process. Any attempted transfer, assignment, pledge, hypothecation or other disposition of this Award or of any rights granted hereunder contrary to the provisions of this Section 3, or the levy of any attachment or similar process upon this Award shall be null and void.

4. Adjustments. Upon the occurrence of any of the following events, the Participant's rights with respect to the award shall be adjusted as hereinafter provided.

(a) Stock Dividends and Stock Splits. If (i) the shares of Common Stock shall be subdivided or combined into a greater or smaller number of shares or if the Company shall issue any shares of Common Stock as a stock dividend on its outstanding Common Stock, or (ii) additional shares or new or different shares or other securities of the Company or other non-cash assets are distributed with respect to such shares of Common Stock, the Award and the number of shares of Common Stock deliverable thereunder shall be appropriately increased or decreased proportionately, and appropriate adjustments shall be made to reflect such events. No fractional shares shall be issued under this Agreement.

(b) Corporate Transactions. If the Company is to be consolidated with or acquired by another entity in a merger, consolidation, or sale of all or substantially all of the Company's assets other than a transaction to merely change the state of incorporation (a "Corporate Transaction"), either (a) the Administrator or the board of directors of any entity assuming the obligations of the Company hereunder, shall make appropriate provision for the continuation of the Award by substituting on an equitable basis for the Common Stock then subject to the Award either the consideration payable with respect to the outstanding shares of Common Stock in connection with the Corporate Transaction or securities of any successor or acquiring entity, or (b) the Board of Directors may, in its discretion, provide that immediately prior to consummation of the Corporate Transaction, the Award shall be fully vested.

(c) Recapitalization or Reorganization. In the event of a recapitalization or reorganization of the Company other than a Corporate Transaction pursuant to which securities of the Company or of another corporation are issued with respect to the outstanding shares of Common Stock, the Participant shall be entitled to receive after the recapitalization or reorganization for the price paid, if any, the number of replacement securities which would have been received if such shares had been issued prior to such recapitalization or reorganization.

(d) Dissolution or Liquidation of the Company. Upon the dissolution or liquidation of the Company other than in connection with a transaction, recapitalization or reorganization referenced in Section 4(b) or 4(c), the RSUs will terminate and become null and void.

5. Securities Law Compliance. The Participant specifically acknowledges and agrees that any sales of shares of Common Stock shall be made in accordance with the requirements of the Securities Act. If the Company does not have an effective registration statement on file with the Securities and Exchange Commission with respect to the Common Stock to be issued hereunder for any reason, the Participant will not be able to transfer or sell any of the shares of

Common Stock issued to the Participant pursuant to this Agreement unless exemptions from registration or filings under applicable securities laws are available. Furthermore, despite registration, applicable securities laws may restrict the ability of the Participant to sell his or her Common Stock, including due to the Participant's affiliation with the Company. The Company shall not be obligated to either issue the Common Stock or permit the resale of any shares of Common Stock if such issuance or resale would violate any applicable securities law, rule or regulation.

Unless the offering and sale of the shares to be issued upon the particular vesting of the Award shall have been effectively registered under the Securities Act, the Company shall be under no obligation to issue the Common Stock covered by such vesting unless and until the following conditions have been fulfilled:

(a) The Participant shall warrant to the Company, at the time of such vesting, that the Participant is acquiring the Common Stock for his or her own account, for investment, and not with a view to, or for sale in connection with, the distribution of any such shares, in which event the Participant shall be bound by the provisions of the following legend (or a legend in substantially similar form) which shall be endorsed upon the certificate evidencing the shares issued pursuant to the Award:

“The shares represented by this certificate have been taken for investment and they may not be sold or otherwise transferred by any person, including a pledgee, unless (1) either (a) a registration statement with respect to such shares shall be effective under the Securities Act of 1933, as amended, or (b) the Company shall have received an opinion of counsel satisfactory to it that an exemption from registration under such Act is then available, and (2) there shall have been compliance with all applicable state securities laws.”

(b) If the Company reasonably and in good faith determines that such an opinion is necessary, the Company shall have received an opinion of its counsel that the shares may be issued in compliance with the Securities Act without registration thereunder. Without limiting the generality of the foregoing, the Company may delay issuance of the Shares until completion of any action or obtaining of any consent, which the Company reasonably and in good faith deems necessary under any applicable law (including without limitation state securities or “blue sky” laws), which the Company shall use commercially reasonable efforts to promptly obtain, provided, however, that any such delay shall not result in any liability to the Participant for any tax, penalty or interest under Section 409A of the Code.

6. Rights as a Stockholder. The Participant shall have no right as a stockholder, including voting and dividend rights, with respect to the RSUs subject to this Agreement.

7. Tax Liability of the Participant and Payment of Taxes. The Participant acknowledges and agrees that any income or other taxes due from the Participant with respect to this Award or the shares of Common Stock to be issued pursuant to this Agreement or otherwise sold shall be the Participant's responsibility. Without limiting the foregoing, the Participant agrees that if under applicable law the Participant will owe taxes at each vesting date on the portion of the Award then vested, the Company shall be entitled to immediate payment from the Participant of the amount of any tax or other amounts required to be withheld by the Company by applicable law or regulation. Any taxes or other amounts due shall be paid, at the option of the Company as follows:

(a) through reducing the number of shares of Common Stock entitled to be issued to the Participant on the applicable vesting date in an amount equal to the statutory minimum of the Participant's total tax and other withholding obligations due and payable by the Company. Fractional shares will not be retained to satisfy any portion of the Company's withholding obligation. Accordingly, the Participant agrees that in the event that the amount of withholding required would result in a fraction of a share being owed, that amount will be satisfied by withholding the fractional amount from the Participant's paycheck; or in the alternative, at the election of the Company, the Company may additionally reduce the number of shares of Common Stock entitled to be issued to the Participant on the applicable vesting date in an amount equal to those additional whole shares necessary to cover the minimum of the Participant's total tax and other withholding obligations due and payable by the Company, and to the extent the proceeds of such sale exceed the Company's withholding obligation, the Company agrees to pay such excess cash to the Participant as soon as practicable or to apply such excess as a payment of the Participant's federal income tax withholding amount;

(b) requiring the Participant to deposit with the Company an amount of cash equal to the amount determined by the Company to be required to be withheld with respect to the statutory minimum amount of the Participant's total tax and other withholding obligations due and payable by the Company or otherwise withholding from the Participant's paycheck an amount equal to such amounts due and payable by the Company; or

(c) if the Company believes that the sale of shares can be made in compliance with applicable securities laws, authorizing, at a time when the Participant is not in possession of material nonpublic information, the sale by the Participant on the applicable vesting date of such number of shares of Common Stock as the Company instructs a registered broker to sell to satisfy the Company's withholding obligation, after deduction of the broker's commission, and the broker shall be required to remit to the Company the cash necessary in order for the Company to satisfy its withholding obligation. To the extent the proceeds of such sale exceed the Company's withholding obligation the Company agrees to pay such excess cash to the Participant as soon as practicable, or to apply such excess as a payment of the Participant's federal income tax withholding amount. In addition, if such sale is not sufficient to pay the Company's withholding obligation the Participant agrees to pay to the Company as soon as practicable, including through additional payroll withholding, the amount of any withholding obligation that is not satisfied by the sale of shares of Common Stock. The Participant agrees to hold the Company and the broker harmless from all costs, damages or expenses relating to any such sale. The Participant acknowledges that the Company and the broker are under no obligation to arrange for such sale at any particular price. In connection with such sale of shares of Common Stock, the Participant shall execute any such documents requested by the broker in order to effectuate the sale of shares of Common Stock and payment of the withholding obligation to the Company. The Participant acknowledges that this paragraph is intended to comply with Section 10b5-1(c)(1)(i)(B) under the Exchange Act.

It is the Company's intention that the Participant's tax obligations under this Section 7 shall be satisfied through the procedure of Subsection (c) above, unless the Company provides notice of an alternate procedure under this Section, in its discretion. The Company shall not deliver any shares of Common Stock to the Participant until it is satisfied that all required withholdings have been made.

8. Participant Acknowledgements and Authorizations.

The Participant acknowledges the following:

(a) The Company is not by this Award obligated to continue the Participant as an employee of the Company or an Affiliate.

(b) The grant of this Award is considered a one-time benefit and does not create a contractual or other right to receive any other award, benefits in lieu of awards or any other benefits in the future.

(c) The value of this Award is an extraordinary item of compensation outside of the scope of the Participant's employment or consulting contract, if any. As such the Award is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments. The future value of the shares of Common Stock is unknown and cannot be predicted with certainty.

(d) The Participant (i) authorizes the Company and each Affiliate and any agent of the Company or any Affiliate facilitating the grant or administration of the Award, to disclose to the Company or any of its Affiliates such information and data as the Company or any such Affiliate shall request in order to facilitate the grant or administration of the Award; and (ii) authorizes the Company and each Affiliate to store and transmit such information in electronic form for the purposes set forth in this Agreement.

9. Notices. Any notices required or permitted by the terms of this Agreement shall be given by recognized courier service, facsimile, registered or certified mail, return receipt requested, addressed as follows:

If to the Company:

Myriad Genetics, Inc.
Attention: General Counsel
320 Wakara Way
Salt Lake City, UT 84108

If to the Participant, to the last known address provided to the Human Resources department by the Participant or to such other address or addresses of which notice in the same manner has previously been given. Any such notice shall be deemed to have been given on the earliest of receipt, one business day following delivery by the sender to a recognized courier service, or three business days following mailing by registered or certified mail.

10. Assignment and Successors.

(a) This Agreement is personal to the Participant and without the prior written consent of the Company shall not be assignable by the Participant otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Participant's legal representatives.

(b) This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns; provided that the Company shall not assign this Agreement except to a parent entity, or a successor to all or substantially all of the business or assets of the Company (or a parent thereof), in a transaction or event to which Section 10 applies. To the extent the Award continues after such event or there remains any unsatisfied obligation of the Company pursuant to Section 4, the Company shall require any successor to all or substantially all of the Company's business and/or assets to assume expressly and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place.

11. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware, without giving effect to the conflict of law principles thereof. For the purpose of litigating any dispute that arises under this Agreement, whether at law or in equity, the parties hereby consent to exclusive jurisdiction in the state of Utah and agree that such litigation shall be conducted in the state courts of the state of Utah or the federal courts of the United States for the District of Utah.

12. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be modified to the extent necessary to make such provision valid and enforceable, and to the extent that this is impossible, then such provision shall be deemed to be excised from this Agreement, and the validity, legality and enforceability of the rest of this Agreement shall not be affected thereby.

13. Entire Agreement. This Agreement and the relevant provisions of the Employment Agreement, constitute the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof.

14. Modifications and Amendments; Waivers and Consents. The terms of this Agreement may be modified or amended by the Administrator; provided, however, any modification or amendment of this Agreement shall not, without the consent of the Participant, adversely affect the Participant's rights under this Agreement, unless such amendment is required by applicable law. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent.

15. Section 409A. The Award of RSUs evidenced by this Agreement is intended to be exempt from the nonqualified deferred compensation rules of Section 409A of the Code as a "short term deferral" (as that term is used in the final regulations and other guidance issued under Section 409A of the Code, including Treasury Regulation Section 1.409A-1(b)(4)(i)), and shall be construed accordingly.

16. Clawback. Notwithstanding anything to the contrary contained in this Agreement, the Company may recover from the Participant any compensation received from the Award (whether or not settled) or cause the Participant to forfeit the Award (whether or not vested) in accordance with any forfeiture or clawback policy established by the Company generally for executives from time to time.

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**MYRIAD GENETICS, INC.
RESTRICTED STOCK UNIT AWARD NOTICE**

(Performance-Based)

1. Name of Participant: Paul J. Diaz
2. Grant Date: August [__], 2020
3. Vesting Start Date: August [__], 2020
4. Number of Restricted Stock Units ("RSUs") Awarded: [_____]
5. Vesting Schedule: This Award shall be earned and vest as follows provided (except as otherwise set forth below) the Participant is an Employee of the Company or of an Affiliate on the applicable vesting date:

This Award shall be earned based on achievement of the milestones for the fiscal year ending June 30, 2021 set forth on Appendix A hereto (the "Milestones"), with achievement of the Milestones to be evaluated by the Administrator at a meeting of the Administrator following publication of the Company's audited financial statements for the fiscal year ending June 30, 2021 (the "Milestone Achievement Evaluation Date"). To the extent the Award is determined to have been earned, the Award will vest as follows:

On the Milestone Achievement Evaluation Date	25% of the Award
On the second anniversary of the Vesting Start Date	25% of the Award
On the third anniversary of the Vesting Start Date	25% of the Award
On the fourth anniversary of the Vesting Start Date	25% of the Award

Notwithstanding the foregoing:

- (a) Termination by the Company without Cause or by the Participant for Good Reason. In the event that (i) the Participant's employment is terminated by the Company other than for Cause, Disability or death, or (ii) the Participant terminates his employment for Good Reason, subject to and in accordance with the conditions set forth in this Agreement and Sections 4(c)(iii) and 4(f) of the Employment Agreement, this Award shall vest to the extent scheduled to vest on or before the date two (2) years following the Termination Date; provided that for purpose of determining the portion of this Award that will vest under this Section 5(a), (i) in the event the Termination Date is prior to the Milestone Achievement Evaluation Date, the Award shall remain outstanding and eligible to be earned on the Milestone Achievement Evaluation Date, and (ii) to the extent earned, each annual vesting installment (other than the first vesting installment) set forth above in this Section 5 shall be deemed to vest in monthly installments over the one-year period preceding the applicable scheduled annual vesting date (i.e., if an acceleration pursuant to this Section 5(a) occurred, for purposes of determining such acceleration, the 25% of the Award scheduled to vest on the Milestone Achievement Evaluation Date shall still be considered to vest on the Milestone Achievement Evaluation Date, the 25% of the Award scheduled to vest on the second anniversary of the Vesting Start Date shall be considered to vest in twelve (12) monthly installments following the first anniversary of the Vesting Start Date, and so on, and the portion of the Award that vests pursuant to this clause will be the portion of such monthly vesting installments (together with the 25% of the Award scheduled to vest on the Milestone Achievement Evaluation Date) that would be scheduled to vest on or before the date two (2) years following the Termination Date less the portion of the Award that had already vested pursuant to its terms before the Termination Date), with no additional pro-rata vesting for a portion of a month if the end of such two (2)-year period falls between the deemed monthly vesting dates; and
- (b) Termination by the Company without Cause or by the Participant for Good Reason Following a Change of Control. In the event that a Change of Control occurs, and within a period of three (3) months prior to, upon, or twenty four (24) months following a Change of Control, either (i) the Participant's employment is terminated by the Company other than for Cause, Disability or death, or (ii) the Participant terminates his employment for Good Reason, subject to and in accordance with the conditions set forth in this Agreement and Sections 4(e)(iii) and 4(f) of the Employment Agreement, this Award shall fully vest; and
- (c) Termination by the Company as a Result of the Participant's Disability or Death. In the event that the Participant's employment is terminated by the Company as a result of the Participant's Disability or death, subject to and in accordance with the conditions set forth in this Agreement and Sections 4(d)(ii) and 4(f) of the Employment Agreement, this Award shall vest (i) to the extent of certification by the Administrator that Achievement of any Milestone occurred prior to the Termination Date, and (ii) with respect to any earned portion of this Award, in a pro rata amount based on the period of employment between the most recent vesting date prior to the

Termination Date and the Termination Date, provided that for purpose of determining the portion of the Award that vests under this Section 5(c)(ii), the annual vesting installments shall be deemed to vest in monthly installments over the applicable year of service, with no additional pro-rata vesting for a portion of a month if the Termination Date falls between the deemed monthly vesting dates .

The Award is granted to the Participant pursuant to the Participant's Executive Employment Agreement with the Company dated August 13, 2020 (the "Employment Agreement"), and any capitalized terms not defined herein are defined in the Employment Agreement.

The Company and the Participant acknowledge receipt of this Restricted Stock Unit Award notice and agree to the terms of the Restricted Stock Unit Agreement attached hereto, and the terms of this Award as set forth above (collectively, this "Agreement").

This Agreement may be executed in two or more counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For all purposes an electronic signature shall be treated as an original.

MYRIAD GENETICS, INC.

By: _____
S. Louise Phanstiel
Board Chair

Paul J. Diaz

**RESTRICTED STOCK UNIT AGREEMENT -
INCORPORATED TERMS AND CONDITIONS**

AGREEMENT made as of the date of grant set forth in the Restricted Stock Unit Award Grant Notice by and between Myriad Genetics, Inc. (the “Company”), a Delaware corporation, and Paul J. Diaz (the “Participant”).

WHEREAS, the Company desires to grant to the Participant RSUs related to the Company’s common stock, \$0.01 par value per share (“Common Stock”), as an inducement material to the Participant’s entering into employment as President and Chief Executive Officer of the Company, effective August 13, 2020, in accordance with the terms of the Employment Agreement;

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

1. Definitions.

Unless otherwise specified or unless the context otherwise requires, the following terms, as used in this Agreement, have the following meanings:

Administrator means the Board of Directors, unless it has delegated power to act on its behalf to the Committee, in which case the term Administrator means the Committee.

Affiliate means a corporation which, for purposes of Section 424 of the Code, is a parent or subsidiary of the Company, direct or indirect.

Board of Directors means the Board of Directors of the Company.

Cause has the meaning given to such term in the Employment Agreement.

Change of Control has the meaning given to such term in the Employment Agreement.

Code means the United States Internal Revenue Code of 1986, as amended, including any successor statute, regulation and guidance thereto.

Committee means the committee of the Board of Directors to which the Board of Directors has delegated power to act.

Director means any member of the Board of Directors.

Disability or Disabled has the meaning given to such term in the Employment Agreement.

Employee means any employee of the Company or of an Affiliate (including, without limitation, an employee who is also serving as an officer or director of the Company or of an Affiliate).

Exchange Act means the Securities Exchange Act of 1934, as amended.

Good Reason has the meaning given to such term in the Employment Agreement.

RSUs means Restricted Stock Units granted as an inducement award under Nasdaq Listing Rule 5635(c)(4).

Securities Act means the Securities Act of 1933, as amended.

Survivor means the deceased Participant's legal representatives and/or any person or persons who acquire the Option by will or by the laws of descent and distribution.

1. Grant of Award. The Company hereby grants to the Participant an award for the number of RSUs set forth in the Restricted Stock Unit Award Grant Notice (the "Award"). Each RSU represents a contingent entitlement of the Participant to receive one share of Common Stock, on the terms and conditions and subject to all the limitations set forth herein.

2. Vesting of Award.

(a) Subject to the terms and conditions set forth in this Agreement, the Award granted hereby shall vest as set forth in the Restricted Stock Unit Award Grant Notice and is subject to the other terms and conditions of this Agreement. On each vesting date set forth in the Restricted Stock Unit Award Grant Notice, the Participant shall be entitled to receive such number of shares of Common Stock equivalent to the amount of RSUs set forth opposite such vesting date provided that the Participant is employed by the Company or an Affiliate on such vesting date (except as otherwise set forth herein). Such shares of Common Stock shall thereafter be promptly delivered (and in all events within thirty (30) days) by the Company to the Participant following the applicable vesting date and in accordance with this Agreement.

(b) Except as otherwise set forth in the Restricted Stock Unit Award Notice and this Agreement, if the Participant ceases to be employed for any reason by the Company or by an Affiliate (the "Termination Date") prior to a vesting date set forth in the Restricted Stock Unit Award Grant Notice, then as of the Termination Date, all unvested RSUs shall immediately be forfeited to the Company and this Agreement shall terminate and be of no further force or effect.

3. Prohibitions on Transfer and Sale. This Award (including any additional RSUs received by the Participant as a result of stock dividends, stock splits or any other similar transaction affecting the Company's securities without receipt of consideration) shall not be transferable by the Participant otherwise than (i) by will or by the laws of descent and distribution, (ii) pursuant to a qualified domestic relations order as defined by the Code or Title I of the Employee Retirement Income Security Act or the rules thereunder, or (iii) to a "family member" as such term is defined in the SEC's General Instructions to a Registration Statement on Form S-8, pursuant to a transfer agreement approved by the Administrator (which approval shall not unreasonably be withheld) in which the family member acknowledges and agrees to the terms of

this Agreement. Except as provided in the previous sentence, the shares of Common Stock to be issued pursuant to this Agreement shall be issued, during the Participant's lifetime, only to the Participant (or, in the event of legal incapacity or incompetency, to the Participant's guardian or representative). This Award shall not be assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and shall not be subject to execution, attachment or similar process. Any attempted transfer, assignment, pledge, hypothecation or other disposition of this Award or of any rights granted hereunder contrary to the provisions of this Section 3, or the levy of any attachment or similar process upon this Award shall be null and void.

4. Adjustments. Upon the occurrence of any of the following events, the Participant's rights with respect to the award shall be adjusted as hereinafter provided.

(a) Stock Dividends and Stock Splits. If (i) the shares of Common Stock shall be subdivided or combined into a greater or smaller number of shares or if the Company shall issue any shares of Common Stock as a stock dividend on its outstanding Common Stock, or (ii) additional shares or new or different shares or other securities of the Company or other non-cash assets are distributed with respect to such shares of Common Stock, the Award and the number of shares of Common Stock deliverable thereunder shall be appropriately increased or decreased proportionately, and appropriate adjustments shall be made to reflect such events. No fractional shares shall be issued under this Agreement.

(b) Corporate Transactions. If the Company is to be consolidated with or acquired by another entity in a merger, consolidation, or sale of all or substantially all of the Company's assets other than a transaction to merely change the state of incorporation (a "Corporate Transaction"), either (a) the Administrator or the board of directors of any entity assuming the obligations of the Company hereunder, shall make appropriate provision for the continuation of the Award by substituting on an equitable basis for the Common Stock then subject to the Award either the consideration payable with respect to the outstanding shares of Common Stock in connection with the Corporate Transaction or securities of any successor or acquiring entity, or (b) the Board of Directors may, in its discretion, provide that immediately prior to consummation of the Corporate Transaction, the Award shall be fully vested.

(c) Recapitalization or Reorganization. In the event of a recapitalization or reorganization of the Company other than a Corporate Transaction pursuant to which securities of the Company or of another corporation are issued with respect to the outstanding shares of Common Stock, the Participant shall be entitled to receive after the recapitalization or reorganization for the price paid, if any, the number of replacement securities which would have been received if such shares had been issued prior to such recapitalization or reorganization.

(d) Dissolution or Liquidation of the Company. Upon the dissolution or liquidation of the Company other than in connection with a transaction, recapitalization or reorganization referenced in Section 4(b) or 4(c), the RSUs will terminate and become null and void.

5. Securities Law Compliance. The Participant specifically acknowledges and agrees that any sales of shares of Common Stock shall be made in accordance with the requirements of the Securities Act. If the Company does not have an effective registration statement on file with the Securities and Exchange Commission with respect to the Common Stock to be issued

hereunder for any reason, the Participant will not be able to transfer or sell any of the shares of Common Stock issued to the Participant pursuant to this Agreement unless exemptions from registration or filings under applicable securities laws are available. Furthermore, despite registration, applicable securities laws may restrict the ability of the Participant to sell his or her Common Stock, including due to the Participant's affiliation with the Company. The Company shall not be obligated to either issue the Common Stock or permit the resale of any shares of Common Stock if such issuance or resale would violate any applicable securities law, rule or regulation.

Unless the offering and sale of the shares to be issued upon the particular vesting of the Award shall have been effectively registered under the Securities Act, the Company shall be under no obligation to issue the Common Stock covered by such vesting unless and until the following conditions have been fulfilled:

(a) The Participant shall warrant to the Company, at the time of such vesting, that the Participant is acquiring the Common Stock for his or her own account, for investment, and not with a view to, or for sale in connection with, the distribution of any such shares, in which event the Participant shall be bound by the provisions of the following legend (or a legend in substantially similar form) which shall be endorsed upon the certificate evidencing the shares issued pursuant to the Award:

“The shares represented by this certificate have been taken for investment and they may not be sold or otherwise transferred by any person, including a pledgee, unless (1) either (a) a registration statement with respect to such shares shall be effective under the Securities Act of 1933, as amended, or (b) the Company shall have received an opinion of counsel satisfactory to it that an exemption from registration under such Act is then available, and (2) there shall have been compliance with all applicable state securities laws.”

(b) If the Company reasonably and in good faith determines that such an opinion is necessary, the Company shall have received an opinion of its counsel that the shares may be issued in compliance with the Securities Act without registration thereunder. Without limiting the generality of the foregoing, the Company may delay issuance of the Shares until completion of any action or obtaining of any consent, which the Company reasonably and in good faith deems necessary under any applicable law (including without limitation state securities or “blue sky” laws), which the Company shall use commercially reasonable efforts to promptly obtain, provided, however, that any such delay shall not result in any liability to the Participant for any tax, penalty or interest under Section 409A of the Code.

6. Rights as a Stockholder. The Participant shall have no right as a stockholder, including voting and dividend rights, with respect to the RSUs subject to this Agreement.

7. Tax Liability of the Participant and Payment of Taxes. The Participant acknowledges and agrees that any income or other taxes due from the Participant with respect to this Award or the shares of Common Stock to be issued pursuant to this Agreement or otherwise sold shall be the Participant's responsibility. Without limiting the foregoing, the Participant agrees that if under applicable law the Participant will owe taxes at each vesting date on the portion of the Award then vested, the Company shall be entitled to immediate payment from the Participant of the amount of any tax or other amounts required to be withheld by the Company by applicable law or regulation. Any taxes or other amounts due shall be paid, at the option of the Company as follows:

(a) through reducing the number of shares of Common Stock entitled to be issued to the Participant on the applicable vesting date in an amount equal to the statutory minimum of the Participant's total tax and other withholding obligations due and payable by the Company. Fractional shares will not be retained to satisfy any portion of the Company's withholding obligation. Accordingly, the Participant agrees that in the event that the amount of withholding required would result in a fraction of a share being owed, that amount will be satisfied by withholding the fractional amount from the Participant's paycheck; or in the alternative, at the election of the Company, the Company may additionally reduce the number of shares of Common Stock entitled to be issued to the Participant on the applicable vesting date in an amount equal to those additional whole shares necessary to cover the minimum of the Participant's total tax and other withholding obligations due and payable by the Company, and to the extent the proceeds of such sale exceed the Company's withholding obligation, the Company agrees to pay such excess cash to the Participant as soon as practicable or to apply such excess as a payment of the Participant's federal income tax withholding amount;

(b) requiring the Participant to deposit with the Company an amount of cash equal to the amount determined by the Company to be required to be withheld with respect to the statutory minimum amount of the Participant's total tax and other withholding obligations due and payable by the Company or otherwise withholding from the Participant's paycheck an amount equal to such amounts due and payable by the Company; or

(c) if the Company believes that the sale of shares can be made in compliance with applicable securities laws, authorizing, at a time when the Participant is not in possession of material nonpublic information, the sale by the Participant on the applicable vesting date of such number of shares of Common Stock as the Company instructs a registered broker to sell to satisfy the Company's withholding obligation, after deduction of the broker's commission, and the broker shall be required to remit to the Company the cash necessary in order for the Company to satisfy its withholding obligation. To the extent the proceeds of such sale exceed the Company's withholding obligation the Company agrees to pay such excess cash to the Participant as soon as practicable, or to apply such excess as a payment of the Participant's federal income tax withholding amount. In addition, if such sale is not sufficient to pay the Company's withholding obligation the Participant agrees to pay to the Company as soon as practicable, including through additional payroll withholding, the amount of any withholding obligation that is not satisfied by the sale of shares of Common Stock. The Participant agrees to hold the Company and the broker harmless from all costs, damages or expenses relating to any such sale. The Participant acknowledges that the Company and the broker are under no obligation to arrange for such sale at any particular price. In connection with such sale of shares of Common Stock, the Participant shall execute any such documents requested by the broker in order to effectuate the sale of shares of Common Stock and payment of the withholding obligation to the Company. The Participant acknowledges that this paragraph is intended to comply with Section 10b5-1(c)(1)(i)(B) under the Exchange Act.

It is the Company's intention that the Participant's tax obligations under this Section 7 shall be satisfied through the procedure of Subsection (c) above, unless the Company provides notice of an alternate procedure under this Section, in its discretion. The Company shall not deliver any shares of Common Stock to the Participant until it is satisfied that all required withholdings have been made.

8. Participant Acknowledgements and Authorizations.

The Participant acknowledges the following:

(a) The Company is not by this Award obligated to continue the Participant as an employee of the Company or an Affiliate.

(b) The grant of this Award is considered a one-time benefit and does not create a contractual or other right to receive any other award, benefits in lieu of awards or any other benefits in the future.

(c) The value of this Award is an extraordinary item of compensation outside of the scope of the Participant's employment or consulting contract, if any. As such the Award is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments. The future value of the shares of Common Stock is unknown and cannot be predicted with certainty.

(d) The Participant (i) authorizes the Company and each Affiliate and any agent of the Company or any Affiliate facilitating the grant or administration of the Award, to disclose to the Company or any of its Affiliates such information and data as the Company or any such Affiliate shall request in order to facilitate the grant or administration of the Award; and (ii) authorizes the Company and each Affiliate to store and transmit such information in electronic form for the purposes set forth in this Agreement.

9. Notices. Any notices required or permitted by the terms of this Agreement shall be given by recognized courier service, facsimile, registered or certified mail, return receipt requested, addressed as follows:

If to the Company:

Myriad Genetics, Inc.
Attention: General Counsel
320 Wakara Way
Salt Lake City, UT 84108

If to the Participant, to the last known address provided to the Human Resources department by the Participant or to such other address or addresses of which notice in the same manner has previously been given. Any such notice shall be deemed to have been given on the earliest of receipt, one business day following delivery by the sender to a recognized courier service, or three business days following mailing by registered or certified mail.

10. Assignment and Successors.

(a) This Agreement is personal to the Participant and without the prior written consent of the Company shall not be assignable by the Participant otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Participant's legal representatives.

(b) This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns; provided that the Company shall not assign this Agreement except to a parent entity, or a successor to all or substantially all of the business or assets of the Company (or a parent thereof), in a transaction or event to which Section 10 applies. To the extent the Award continues after such event or there remains any unsatisfied obligation of the Company pursuant to Section 4, the Company shall require any successor to all or substantially all of the Company's business and/or assets to assume expressly and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place.

11. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware, without giving effect to the conflict of law principles thereof. For the purpose of litigating any dispute that arises under this Agreement, whether at law or in equity, the parties hereby consent to exclusive jurisdiction in the state of Utah and agree that such litigation shall be conducted in the state courts of the state of Utah or the federal courts of the United States for the District of Utah.

12. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be modified to the extent necessary to make such provision valid and enforceable, and to the extent that this is impossible, then such provision shall be deemed to be excised from this Agreement, and the validity, legality and enforceability of the rest of this Agreement shall not be affected thereby.

13. Entire Agreement. This Agreement and the relevant provisions of the Employment Agreement, constitute the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof.

14. Modifications and Amendments; Waivers and Consents. The terms of this Agreement may be modified or amended by the Administrator; provided, however, any modification or amendment of this Agreement shall not, without the consent of the Participant, adversely affect the Participant's rights under this Agreement, unless such amendment is required by applicable law. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent.

15. Section 409A. The Award of RSUs evidenced by this Agreement is intended to be exempt from the nonqualified deferred compensation rules of Section 409A of the Code as a “short term deferral” (as that term is used in the final regulations and other guidance issued under Section 409A of the Code, including Treasury Regulation Section 1.409A-1(b)(4)(i)), and shall be construed accordingly.

16. Clawback. Notwithstanding anything to the contrary contained in this Agreement, the Company may recover from the Participant any compensation received from the Award (whether or not settled) or cause the Participant to forfeit the Award (whether or not vested) in accordance with any forfeiture or clawback policy established by the Company generally for executives from time to time.

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