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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (date of earliest event reported): **January 18, 2022** (**January 14, 2022)**

Sema4 Holdings Corp.
(Exact name of registrant as specified in its charter)

Delaware	**001-39482**	**85-1966622**
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(I.R.S. Employer Identification No.)
333 Ludlow Street, North Tower, 8th Floor **Stamford, Connecticut**		**06902**
(Address of Principal Executive Offices)		(Zip Code)

(800) 298-6470
Registrant's telephone number, including area code
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☒ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Class A common stock, par value $0.0001 per share	SMFR	The Nasdaq Global Select Market
Warrants to purchase one share of Class A common stock, each at an exercise price of $11.50 per share	SMFRW	The Nasdaq Global Select Market

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

Emerging growth company ☒

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

Item 1.01. Entry into a Material Definitive Agreement.

On January 18, 2022, Sema4 Holdings Corp. ("Sema4" or the "Company") announced that it executed an Agreement and Plan of Merger and Reorganization (the "Merger Agreement") with GeneDx, Inc., a New Jersey corporation ("GeneDx"), and the other parties thereto (the transactions contemplated by the Merger Agreement, including the Mergers (as defined below), the "Acquisition"). This Current Report on Form 8-K provides a summary of the Merger Agreement and the other agreements entered into and contemplated in connection with the Acquisition. The descriptions of these agreements do not purport to be complete and are qualified in their entirety by the terms and conditions of such agreements, copies of which are attached as Exhibits 2.1, 10.1, 10.2, 10.3 and 10.4 hereto.

Merger Agreement

On January 14, 2022, Sema4 and its wholly-owned subsidiaries, Orion Merger Sub I, Inc. ("Merger Sub I") and Orion Merger Sub II, LLC ("Merger Sub II" and, together with Merger Sub I, "Merger Subs"), entered into the Merger Agreement with GeneDx, a wholly-owned subsidiary of OPKO Health, Inc. ("OPKO"), GeneDx Holding 2, Inc., which will own 100% of GeneDx at the Effective Time (as defined below) ("Holdco2"), and OPKO. Capitalized terms used but not otherwise defined herein will have those meanings ascribed to such terms in the Merger Agreement.

Acquisition

Pursuant to the terms of the Merger Agreement, Sema4 will acquire GeneDx through the merger of Merger Sub I with and into Holdco2 (the "First Merger"), with Holdco2 as the surviving corporation in the First Merger. Immediately after the consummation of the First Merger, as part of the same overall transaction, Holdco2, as the surviving corporation in the First Merger, will merge with and into Merger Sub II (the "Second Merger" and, together with the First Merger, the "Mergers"), with Merger Sub II as the surviving company. After giving effect to the Mergers and the other transactions contemplated by the Merger Agreement, GeneDx will have converted into a Delaware limited liability company and be a wholly-owned indirect subsidiary of Sema4. The Mergers are intended to qualify for federal income tax purposes as a tax-free reorganization under the provisions of Section 368(a) of the Internal Revenue Code of 1986, as amended.

The Acquisition was unanimously approved by the boards of directors of each of Sema4 and OPKO.

The Acquisition is expected to close in the first half of 2022, subject to the receipt of the required approval by Sema4's stockholders and the satisfaction of the closing conditions set forth in the Merger Agreement.

Merger Consideration

Subject to the terms and conditions of the Merger Agreement, Sema4 will pay consideration to OPKO for the Acquisition of (i) $150 million in cash at the closing of the Acquisition (the "Closing"), subject to certain adjustments as provided in the Merger Agreement (the "Cash Consideration"), (ii) 80 million shares of the Company's Class A common stock, par value $0.0001 per share ("Company Class A common stock") (the "Stock Consideration"), to be issued at the Closing and (iii) up to $150 million payable following the Closing, if certain revenue-based milestones are achieved for each of the fiscal years ending December 31, 2022 and December 31, 2023 (the "Milestone Payments"). Each Milestone Payment, if and to the extent earned under the terms of the Merger Agreement, will be satisfied through the payment and/or issuance of a combination of cash and shares of Company Class A common stock (valued at $4.86 per share based on the average of the daily volume average weighted price of Company Class A common stock over the period of 30 trading days ended January 12, 2022), with such mix to be determined in Sema4's sole discretion. The Milestone Payment in respect of the fiscal year ending December 31, 2023 is subject to acceleration on the terms described in the Merger Agreement.

The number of shares of Company Class A common stock that OPKO is entitled to receive as a result of the Mergers, as otherwise contemplated by the Merger Agreement, shall be adjusted to appropriately reflect the effect of any stock split, split-up, reverse stock split, stock dividend or distribution (including any dividend or distribution of securities convertible into Company Class A common stock), extraordinary cash dividend, reorganization,

recapitalization, reclassification, combination, exchange of shares or other like change with respect to Company Class A common stock occurring on or after the date of the Merger Agreement and prior to the Closing.

Governance

In connection with the execution of the Merger Agreement, Katherine Stueland, the Chief Executive Officer of GeneDx, Kevin Feeley, the Chief Financial Officer of GeneDx, and Jennifer Brendel, the Chief Commercial Officer of GeneDx, have entered into employment agreements with Sema4, which will be effective upon the Closing. Following the Closing, Ms. Stueland will serve as the Co-Chief Executive Officer of Sema4, reporting to Sema4's Board of Directors (the "Board"), Mr. Feeley will service as Senior Vice President Operations, Sema4 and Head of GeneDx and Ms. Brendel will serve as Chief Growth Officer of Sema4.

Sema4 has agreed that OPKO will be entitled to nominate and Sema4 will seek to have appointed to the Board: (i) one mutually agreed GeneDx designee to the Board, initially Katherine Stueland, and (ii) one mutually agreed independent OPKO designee to the Board following the Closing and until at least the expiration of the milestone period, who will be identified in the proxy statement Sema4 intends to file with the Securities and Exchange Commission (the "SEC") and mail to its stockholders (the "Proxy Statement") in connection with Sema4 seeking certain stockholder approvals related to the Acquisition.

Representations and Warranties; Indemnification

The Merger Agreement contains customary representations and warranties of the parties and provides for mutual indemnification subject to customary limitations.

Sema4 Recommendation

Sema4 is required to include in the Proxy Statement the recommendation of the Board to Sema4's stockholders that they approve the transaction proposals (as such proposals are more fully set forth in the Merger Agreement).

Conditions to Closing

General Conditions

The obligations of either party to consummate the Acquisition are conditioned upon, among other things, (a) the approval of the issuance of the Stock Consideration by Sema4's stockholders, (b) the expiration or termination of the applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and (c) the absence of any order or law making the consummation of the transactions illegal.

OPKO and the Company Parties' Conditions to Closing

The obligations of OPKO and the Company Parties' to consummate the Acquisition also are conditioned upon, among other things, (a) customary closing conditions, (b) the approval of the Stock Consideration for listing on the Nasdaq and (c) Sema4's having not suffered a material adverse effect.

Sema4 Conditions to Closing

The obligations of Sema4 to consummate the Acquisition are also conditioned upon, among other things, (a) customary closing conditions, (b) the completion of the Pre-Closing Restructuring by OPKO and GeneDx, including receipt of written confirmation from the IRS that the EIN is retained, (c) the Required Consent Condition, (d) GeneDx's having not suffered a material adverse effect, (e) the continued employment of Ms. Stueland and (f) the receipt of audited consolidated financial statements of GeneDx required to be included in the Proxy Statement.

Termination

The Merger Agreement allows the parties to terminate the Merger Agreement if certain customary conditions described in the Merger Agreement are not satisfied, including, without limitation, each party's right to terminate, subject to certain limited exceptions, if the Acquisition is not consummated by August 14, 2022, which date may be extended to October 14, 2022 by either Sema4 of OPKO if required to fulfill certain conditions to the Closing.

If the Merger Agreement is validly terminated, none of the parties to the Merger Agreement will have any liability or any further obligation under the Merger Agreement other than customary confidentiality obligations, except in the case of an intentional misrepresentation made by, or a willful breach of any covenant, agreement or obligation of, such party in the Merger Agreement.

Transition Services Agreement

The Merger Agreement also provides that, in connection with the Closing, the parties will enter into a Transition Services Agreement, which will govern the parties' respective rights and obligations with respect to the provision of certain transition services following the Closing.

The foregoing summary of the Merger Agreement and the Acquisition does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Merger Agreement, a copy of which is attached hereto as Exhibit 2.1 and is incorporated by reference herein. The Merger Agreement contains representations, warranties and covenants that the respective parties made to each other as of the date of the Merger Agreement or other specific dates. The assertions embodied in those representations, warranties and covenants were made for purposes of the contract among the respective parties and are subject to important qualifications and limitations agreed to by the parties in connection with negotiating such agreement. The representations, warranties and covenants in the Merger Agreement are also modified in important part by the underlying disclosure schedules which are not filed publicly and which are subject to a contractual standard of materiality different from that generally applicable to stockholders and were used for the purpose of allocating risk among the parties rather than establishing matters as facts. Sema4 does not believe that these schedules contain information that is material to an investment decision.

As a result of the foregoing, investors are encouraged not to rely on the representations, warranties and covenants contained in the Merger Agreement, or on any descriptions thereof, as accurate characterizations of the state of facts or condition of Sema4, GeneDx, OPKO or any other party. Investors and stockholders are likewise cautioned that they are not third-party beneficiaries under the Merger Agreement and do not have any direct rights or remedies pursuant to the Merger Agreement.

Certain Related Agreements

Subscription Agreements and PIPE Investment (Private Placement)

On January 14, 2022, concurrently with the execution of the Merger Agreement, Sema4 entered into subscription agreements (collectively, the "Subscription Agreements") with certain institutional investors (collectively, the "PIPE Investors"). The PIPE Investors include certain existing equity holders of Sema4, some of whom own more than 5% of the outstanding shares of Company Class A common stock and some of whom are affiliated with Sema4's directors. Pursuant to, and on the terms and subject to the conditions of, the Subscription Agreements, Sema4 agreed to issue and sell to the PIPE Investors, in private placements to close substantially concurrently with the Closing, an aggregate of 50 million shares of Company Class A common stock at $4.00 per share, for an aggregate gross purchase price of $200 million (the "PIPE Investment," and together with the Acquisition, the "Transactions"), before fees and expenses. The Subscription Agreements provide for certain customary registration rights for the PIPE Investors. The Subscription Agreements will terminate with no further force and effect upon the earliest to occur of: (a) such date and time as the Merger Agreement is terminated in accordance with its terms; (b) upon the mutual written agreement of the parties to such Subscription Agreement; (c) if any of the conditions to closing of the PIPE Investment set forth in Section 2 of the Subscription Agreement are not satisfied (or waived, to the extent waivable) on or prior to the earlier of the closing date of the Acquisition (the "Closing Date") or October 14, 2022 (the "Outside Date"), or become incapable of being satisfied on or prior to the earlier of the Closing Date or the Outside Date, and, as a result thereof, the transactions contemplated by the

Subscription Agreements are not consummated at the closing of the PIPE Investment, and (d) the Outside Date. Each Subscriber may, by written notice to Sema4, extend the Outside Date beyond October 14, 2022.

In addition, certain existing equity holders of Sema4 have agreed in their Subscription Agreements to certain covenants that are substantially similar to the covenants set forth in the Support Agreements (as defined below).

The foregoing description of the Subscription Agreements is subject to and qualified in its entirety by reference to the full text of the form of Subscription Agreement, a copy of which is attached as Exhibit 10.1 hereto, and the terms of which are incorporated herein by reference.

Shareholder Agreements

In connection with the entry into the Merger Agreement, Sema4 entered into Shareholder Agreements (each, a "Shareholder Agreement") with OPKO and certain stockholders of OPKO, pursuant to which OPKO and such stockholders have agreed, respectively, to, among other things, be subject to a lock-up period with respect to the Lock-Up Shares (as defined therein), which will last from the Closing until (a) in the case of the Stock Consideration issued at the Closing, the date that is one (1) year from the Closing Date, (b) if and to the extent earned, in the case of the stock portion of the first Milestone Payment, the date that is one (1) year from the date of issuance for such stock and (c) if and to the extent earned, in the case of the second Milestone Payment, the date that is six (6) months from the date of issuance for such stock (as applicable, the "Lock-Up Period"). During this Lock-Up Period, the holders of Lock-Up Shares may not transfer any Lock-Up Shares or engage in any short sales or other hedging or derivative transactions, subject to certain limited exceptions. Following such Lock-Up Period, OPKO and such stockholders have agreed to dispose of their Lock-Up Shares in a marketed sale process under certain circumstances for so long as they continue to hold at least 5% of the outstanding Company Class A common stock.

In addition, OPKO and such OPKO stockholders have further agreed to certain standstill provisions whereby, subject to certain exceptions, they are obligated to refrain from taking certain actions with respect to Company Class A common stock. OPKO and such stockholders of OPKO have also agreed to vote their shares in accordance with the recommendations of the Board for so long as they continue to hold at least 5% of the outstanding Company Class A common stock. Further, Sema4 has also granted OPKO and such stockholders certain customary shelf, piggyback and demand registration rights that require Sema4 to register their Lock-Up Shares for resale under the Securities Act of 1933, as amended (the "Securities Act").

The foregoing description of the Shareholder Agreements is subject to and qualified in its entirety by reference to the full text of the form of Shareholder Agreement, the form of which is attached as Exhibit 10.2 hereto, and the terms of which are incorporated herein by reference.

Support Agreements

On January 14, 2022, OPKO and Sema4 entered into Support Agreements (the "Support Agreements") with certain stockholders of Sema4 (including certain stockholders that own more than 5% of the outstanding shares of Company Class A common stock and certain entities affiliated with Sema4's directors), whereby such stockholders have agreed to, among other things, (a) vote at any meeting of the stockholders of Sema4 all of their shares of Company Class A common stock held of record: (i) to approve the issuance of the Stock Consideration pursuant to Merger Agreement and the issuance of the Company Class A common stock pursuant to the Subscription Agreements; (ii) to approve the appointment of the Specified Designees to the Board for terms that expire no earlier than the end of the Second Milestone Period; (iii) to approve an amendment to Sema4's current Third Amended and Restated Certificate of Incorporation to increase the authorized shares of Company Class A common stock from 380,000,000 to 1,000,000,000; (iv) to approve any other proposal included in the Proxy Statement that is recommended by the Board as necessary to consummate the Transactions; (v) to approve any proposal that is recommended by the Board to adjourn the meeting to a later date, if there are not sufficient affirmative votes (in person or by proxy) to obtain the requested approvals on the date on which such meeting is held; and (vi) against any and all other proposals that could reasonably be expected to delay or impair the ability of Sema4 to consummate the Transactions; (b) provide a proxy to Sema4 to vote such shares accordingly (subject to the condition that a proxy statement has been filed with the SEC and provided to the stockholders of Sema4); (c) be bound by certain other

covenants and agreements related to the Transactions; and (d) be bound by certain transfer restrictions with respect to all or a percentage of their shares of Company Class A common stock, prior to the meeting, in each case, on the terms and subject to the conditions set forth in the Support Agreements.

The foregoing description of the Support Agreements is subject to and qualified in its entirety by reference to the full text of the form of Support Agreement, a copy of which is attached as Exhibit 10.3 hereto, and the terms of which are incorporated herein by reference.

Lock-up Agreements

In connection with the PIPE Investment, certain investors entered into lock-up agreements (the "Lock-up Agreements") with Sema4. Pursuant to the Lock-up Agreements, certain holders of Lock-Up Shares (as defined therein) have agreed, among other things, to be subject to a lock-up period which lasts from the execution of the applicable Lock-Up Agreement until the date that is 180 days after the signing of such Lock-Up Agreement (the "Lock-up Period") in respect of their Lock-Up Shares. During this lock-up period, the holders of Lock-Up Shares are subject to certain transfer restrictions in respect of their Lock-Up Shares, subject to certain limited exceptions.

A copy of the form of Lock-up Agreement is filed with this Current Report on Form 8-K as Exhibit 10.4 and is incorporated herein by reference, and may include such changes as are negotiated between the parties thereto. The foregoing description of the Lock-up Agreement is not complete and is subject to, and qualified in its entirety by, reference to the form thereof filed herewith.

Cautionary Statement Regarding Forward Looking Statements

This Current Report on Form 8-K contains certain forward-looking statements within the meaning of the federal securities laws with respect to the proposed transactions, including statements regarding the anticipated benefits of the transaction, the anticipated timing of the Transactions, expansion plans, projected future results and market opportunities of Sema4. These forward-looking statements generally are identified by the words "believe," "project," "expect," "anticipate," "estimate," "intend," "strategy," "future," "opportunity," "plan," "may," "should," "will," "would," "will be," "will continue," "will likely result," and similar expressions. Forward-looking statements are predictions, projections and other statements about future events that are based on current expectations and assumptions and, as a result, are subject to risks and uncertainties. Many factors could cause actual future events to differ materially from the forward-looking statements in this Current Report, including but not limited to: (i) the risk that the Transactions may not be completed in a timely manner or at all, which may adversely affect the price of Sema4's securities, (ii) the risk that the Transactions may not be completed by the Outside Date and the potential failure to obtain an extension of the Outside Date if sought by Sema4, (iii) the failure to satisfy the conditions to the consummation of the Transactions, including approval by the stockholders of Sema4 of the issuance of the Stock Consideration pursuant to the Merger Agreement, the satisfaction of the Required Consent Condition, the satisfaction of the Pre-Closing Restructuring Condition and the other conditions specified in the Merger Agreement, (iv) the inability of Sema4 to complete the PIPE Investment in connection with the Transactions and the fact that Sema4's obligation to consummate the Mergers is not conditioned on the completion of the PIPE Investment, (v) the occurrence of any event, change or other circumstance that could give rise to the termination of the Merger Agreement, (vi) the effect of the announcement or pendency of the Transactions on Sema4's or GeneDx's business relationships, operating results and business generally, (vii) risks that the Transactions disrupt current plans and operations of Sema4 or GeneDx and potential difficulties in Sema4 or GeneDx employee retention as a result of the Transactions, (viii) the outcome of any legal proceedings that may be instituted against Sema4 or GeneDx related to the Merger Agreement or the Transactions, (ix) the ability to maintain the listing of Sema4's securities on the Nasdaq Global Select Market, (x) the price of Sema4's securities may be volatile due to a variety of factors, including changes in the competitive and highly regulated industries in which Sema4 and GeneDx operate, variations in operating performance across competitors, and changes in laws and regulations affecting Sema4's or GeneDx's business, (xi) the ability to implement business plans, forecasts, and other expectations after the completion of the Transactions, and identify and realize additional opportunities, (xii) the risk of downturns and a changing regulatory landscape in the highly competitive healthcare industry and (xiii) the size and growth of the markets in which each of Sema4 and GeneDx operates. The foregoing list of factors is not exhaustive. You should carefully consider the foregoing factors and the other risks and uncertainties described in the "Risk Factors" section of Sema4's Quarterly Report on Form 10-Q for the fiscal quarter ended September 30, 2021, filed with the SEC on November 15, 2021 and other documents filed by Sema4 from time to time with the SEC. These filings identify and

address other important risks and uncertainties that could cause actual events and results to differ materially from those contained in the forward-looking statements. Forward-looking statements speak only as of the date they are made. Readers are cautioned not to put undue reliance on forward-looking statements, and GeneDx and Sema4 assume no obligation and do not intend to update or revise these forward-looking statements, whether as a result of new information, future events, or otherwise. Neither GeneDx nor Sema4 gives any assurance that either GeneDx or Sema4 or the combined company will achieve its expectations.

Additional Information and Where to Find It / Non-Solicitation

In connection with the proposed transactions, Sema4 intends to file a proxy statement with the SEC. The proxy statement will be sent to the stockholders of Sema4. The Company also will file other documents regarding the proposed transactions with the SEC. BEFORE MAKING ANY VOTING DECISION, INVESTORS AND SECURITY HOLDERS OF THE COMPANY ARE URGED TO READ THE PROXY STATEMENT AND ALL OTHER RELEVANT DOCUMENTS FILED OR THAT WILL BE FILED WITH THE SEC IN CONNECTION WITH THE PROPOSED TRANSACTIONS AS THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED TRANSACTIONS. Investors and security holders will be able to obtain free copies of the proxy statement and all other relevant documents filed or that will be filed with the SEC by Sema4 through the website maintained by the SEC at www.sec.gov.

The documents filed by the Company with the SEC also may be obtained free of charge at the Company's investor relations portion of its website at www.sema4.com or upon written request to the Company, 333 Ludlow Street, North Tower, 8th Floor, Stamford, Connecticut, 06902.

Participants in Solicitation

The Company and GeneDx and their respective directors and executive officers may be deemed to be participants in the solicitation of proxies from the Company's stockholders in connection with the proposed transactions. Information about the Company's directors and executive officers and their ownership of the Company's securities is set forth in the Company's filings with the SEC. To the extent that holdings of the Company's securities have changed since the amounts printed in the Company's Registration Statement on Form S-1 (File No. 333-258467), such changes have been or will be reflected on Statements of Change in Ownership on Form 4 filed with the SEC. A list of the names of such directors and executive officers and information regarding their interests in the Acquisition will be contained in the proxy statement when available. You may obtain free copies of these documents as described in the preceding paragraph.

No Offer or Solicitation

This Current Report on Form 8-K shall not constitute a solicitation of a proxy, consent or authorization with respect to any securities or in respect of the Acquisition. This Current Report on Form 8-K shall also not constitute an offer to sell or the solicitation of an offer to buy any securities, or a solicitation of any vote or approval, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

Item 3.02. Unregistered Sales of Equity Securities.

The disclosure set forth above in Item 1.01 of this Current Report on Form 8-K is incorporated by reference herein. The shares of Company Class A common stock to be issued pursuant to the Merger Agreement and the Subscription Agreements and the transactions contemplated thereby will not be registered under the Securities Act, and will be issued in reliance on the exemption from registration requirements thereof provided by Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder as a transaction by an issuer not involving a public offering. OPKO and the investors in the PIPE Investment have represented their respective intentions to acquire the shares for investment only and not with a view to or for sale in connection with any distribution, and appropriate restrictive legends will be affixed to the certificates representing all of the shares issued in the Acquisition and the PIPE Investment (or reflected in restricted book entry with the Company's transfer agent). The parties also had adequate access, through business or other relationships, to information about the Company.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

In connection with the Transactions, on January 14, 2022, the Board approved the appointment of Jason Ryan, a current director of the Company, as the Executive Chairperson of the Board, with such appointment to become effective as of January 18, 2022.

In addition, in connection with the Transactions, effective as of January 14, 2022, Keith Meister was appointed to the Board as a director of the Company (the "Director Appointment"). Following the Director Appointment, the Board consists of a total of ten directors, with Eli D. Casdin, Joshua Ruch and Michael Pellini as Class I directors of the Company whose terms expire at the Company's 2022 annual meeting of stockholders; Rachel Sherman, Eric Schadt, Nat Turner and Dennis Charney as Class II directors of the Company whose terms expire at the Company's 2023 annual meeting of stockholders; and Emily Leproust, Jason Ryan and Keith Meister as Class III directors of the Company whose terms expire at the Company's 2024 annual meeting of stockholders. In connection with Mr. Meister's appointment to the Board, he entered into an indemnification agreement with the Company in the form previously filed as Exhibit 10.4 to Sema4's Current Report on Form 8-K filed with the SEC on July 28, 2021 (the "July 28, 2021 8-K"). In connection with the appointment of Mr. Ryan as the Executive Chairperson of the Board, Mr. Ryan stepped down from his role as Chairperson of the audit committee and Mr. Meister was appointed to serve as the Chairperson of the audit committee.

There is no arrangement or understanding between Mr. Meister and any other persons pursuant to which Mr. Meister was selected as a director, and, except as described herein, there are no related party transactions involving Mr. Meister that are reportable under Item 404(a) of Regulation S-K, other than through his role as manager of Corvex Management LP ("Corvex"), a stockholder of the Company, and his former role as a member of the board of managers of CMLS Holding LLC (the "Former Sponsor"). The Company's prior transactions with Corvex and the Former Sponsor are described under "Certain Relationships and Related Party Transactions" beginning on page 304 of the Company's definitive proxy statement filed with the SEC on July 2, 2021, which description is incorporated herein by reference. In addition, Corvex has entered into a Subscription Agreement and a Support Agreement in connection with the Transactions. Further, Mr. Meister will receive compensation for his service on the Board consistent with the Company's standard compensation arrangements for non-employee directors.

The foregoing description of the form of indemnification agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the form of indemnification agreement, a copy of which is attached as Exhibit 10.4 to the July 28, 2021 8-K and is incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

On January 18, 2022, Sema4 issued a press release announcing that it entered into the Merger Agreement described in Item 1.01 of this Current Report. A copy of the press release is furnished hereto as Exhibit 99.1. Furnished as Exhibit 99.2 hereto is an investor presentation, dated January 18, 2022, used by Sema4 regarding the Transactions. The information in this Item 7.01 and Exhibits 99.1 and 99.2 attached hereto shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to liabilities under that section, and shall not be deemed to be incorporated by reference into the filings of Sema4 under the Securities Act or the Exchange Act, regardless of any general incorporation language in such filings. In the same press release, Sema4 also announced fiscal year 2022 guidance on revenue and resulting test volume.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
2.1*	Agreement and Plan of Merger and Reorganization, dated as of January 14, 2022, by and among, Orion Merger Sub I, Inc., Orion Merger Sub II, LLC, GeneDx, Inc., GeneDx Holding 2, Inc. and OPKO Health, Inc.
10.1	Form of Subscription Agreement.
10.2	Form of Shareholder Agreement.
10.3	Form of Support Agreement.
10.4	Form of Lock-Up Agreement.
99.1	Press Release issued by the Company on January 18, 2022.
99.2	Investor Presentation of the Company dated January 18, 2022.
104	Cover Page Interactive Data File (embedded within the Inline XBRL Document)

* The schedules and exhibits to the Agreement and Plan of Merger and Reorganization have been omitted from this filing pursuant to Item 601(a)(5) of Regulation S-K. Sema4 will furnish copies of any such schedules and exhibits to the Securities and Exchange Commission upon request.

SIGNATURES

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

Sema4 Holdings Corp.

Date: January 18, 2022

By: /s/ Eric Schadt
Name: Eric Schadt
Title: Chief Executive Officer

Exhibit 2.1

AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

by and among

SEMA4 HOLDINGS CORP.,
a Delaware corporation,

ORION MERGER SUB I, INC.,
a Delaware corporation,

ORION MERGER SUB II, LLC,
a Delaware limited liability company,

GENEDX, INC.,
a New Jersey corporation,

GENEDX HOLDING 2, INC.,
a Delaware corporation,

AND

OPKO HEALTH, INC.,
a Delaware corporation,

Dated as of January 14, 2022

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EXHIBITS

SCHEDULES

AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

This **AGREEMENT AND PLAN OF MERGER AND REORGANIZATION** (this "***Agreement***"), dated as of January 14, 2022 (the "***Agreement Date***"), is entered into by and among Sema4 Holdings Corp., a Delaware corporation ("***Acquirer***"), Orion Merger Sub I, Inc., a Delaware corporation ("***Merger Sub I***"), Orion Merger Sub II, LLC, a Delaware limited liability company ("***Merger Sub II***" and together with Merger Sub I, the "***Merger Subs***"), GeneDx, Inc., a New Jersey corporation (the "***Company***"), GeneDx Holding 2, Inc., a Delaware corporation ("***Holdco2***"), and OPKO Health, Inc., a Delaware corporation (the "***Seller***"). Acquirer, the Merger Subs, the Company, Holdco2, and Seller are sometimes referred to individually as a "***Party***" and collectively as the "***Parties***."

RECITALS

WHEREAS, Acquirer desires to acquire the Company upon the terms set forth herein;

WHEREAS, Seller owns indirectly 100% of the issued and outstanding shares of capital stock of the Company as of the Agreement Date;

WHEREAS, (a) Merger Sub I is a wholly owned direct Subsidiary of Acquirer that was formed for purposes of consummating the First Merger and (b) Merger Sub II is a wholly owned direct Subsidiary of Acquirer that was formed for purposes of consummating the Second Merger;

WHEREAS, prior to the First Merger and the Second Merger (each as defined below), the following steps will be taken: (i) OPKO Ireland R&D, Ltd, an indirect subsidiary of Seller, will transfer all the shares of MyGeneTeamCanada, Ltd. ("***MGT Canada***") to Seller; (ii) Seller will contribute all of the shares of MGT Canada and of MyGeneTeam LLC. ("***MGTUS***" and together with MGT Canada, the "***MGT Group***") to Bio-Reference Laboratories, Inc., a New Jersey corporation and wholly owned subsidiary of Seller ("***BioReference***"); (iii) BioReference will contribute all of the shares of the MGT Group to the Company; (iv) Seller will form Bio-Reference Laboratories, Inc, a Delaware corporation ("***BioReference Delaware***"), as a direct subsidiary, and BioReference will merge with and into BioReference Delaware with BioReference Delaware surviving the merger; (v) Seller has formed GeneDx Holding 1, Inc. ("***Holdco1***") and will transfer the shares of BioReference Delaware to Holdco1; (vi) BioReference Delaware will convert into an LLC ("***BioReference Laboratories, LLC***") and transfer the shares of the Company to Holdco1; (vii) Holdco1 will form GeneDx, Inc, a Delaware corporation ("***GeneDx Delaware***") and shall merge the Company with and into GeneDx Delaware with GeneDx Delaware surviving the merger with all of the rights and obligations of the Company; and (viii) all of the shares of Holdco 2, then a wholly owned subsidiary of Seller, will be contributed by Seller to Holdco1, and Holdco1 will transfer all of the shares of GeneDx Delaware to Holdco2 and GeneDx Delaware will convert to GeneDx, LLC, a Delaware LLC ("***GeneDx Delaware LLC***" or as of or subsequent to the Pre-Closing Restructuring, either "GeneDx Delaware LLC" or the "Company"), and will be a wholly owned subsidiary of Holdco2 and an indirect subsidiary of Seller, with all the rights and obligations of GeneDx Delaware, all as also set forth on Schedule D, together with such changes, if any, that do not adversely affect any of the Parties, as may be necessary or desirable for Tax purposes (collectively, the "***Pre-Closing Restructuring***");

WHEREAS, upon the terms and conditions set forth herein, on the Closing Date but following consummation of the Pre-Closing Restructuring, Merger Sub I will merge with and into Holdco2 (the "***First Merger***"), with Holdco2 as the surviving corporation in the First Merger;

WHEREAS, immediately after the consummation of the First Merger, as part of the same overall transaction, Holdco2, as the surviving corporation in the First Merger, will merge with and into Merger Sub II (the "***Second Merger***" and, together with the First Merger, the "***Mergers***"), with Merger Sub II as the surviving corporation and the direct owner of all of the equity interests in GeneDx Delaware LLC;

WHEREAS, after giving effect to the First Merger, Holdco2 shall be a wholly owned direct Subsidiary of Acquirer, and each share of Holdco2 Common Stock will be converted into the right to receive the Merger Consideration, on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, each of the parties hereto intend that, for United States federal income tax purposes, the Mergers will be treated as a single integrated transaction and qualify as a "reorganization" within the meaning of Section 368(a) of the Code (a "***Reorganization***"), to which each of the Parties are to be parties under Section 368(b) of the Code, and this Agreement is intended to constitute a "plan of reorganization" within the meaning of Treasury Regulations Section 1.368-2(g);

WHEREAS, the board of directors of Holdco2 (the "***Holdco2 Board***") has unanimously adopted the Holdco2 Board Approval and the board of directors of Seller (the "***Seller Board***") has unanimously adopted the Seller Board Approval;

WHEREAS, each of the boards of directors of the Acquirer and Merger Sub I, in its capacity as the sole member of Merger Sub II, has (a) approved and declared advisable this Agreement and Transactions, upon the terms set forth herein and (b) determined that this Agreement and the Transactions are fair to, and in the best interests of, each such Acquirer Party and their respective equityholders;

WHEREAS, concurrent with the execution of this Agreement, and as a condition and inducement to Acquirer's willingness to enter into this Agreement, each of the Key Employees has entered into an employment agreement with Acquirer, together with Acquirer's customary form of proprietary information and inventions agreement (each, a "***Key Employee Agreement***"), each to become effective subject to and upon the Closing;

WHEREAS, immediately following the execution and delivery of this Agreement, Holdco2 shall seek to obtain and deliver to Acquirer a written consent in form and substance reasonably satisfactory to Acquirer (a "***Written Consent***") executed by Seller, (a) evidencing the obtainment of the Holdco2 Stockholder Approval, (b) waiving any rights of Seller to appraisal rights under Section 262 of the DGCL in connection with the Transactions, and (c) taking certain other actions in connection with the approval of this Agreement and the Transactions, including the Mergers;

WHEREAS, concurrently with the execution of this Agreement, and as a condition and inducement to Acquirer's, Merger Sub I's and Merger Sub II's willingness to enter into this Agreement, Seller and each of the stockholders of Seller identified on Schedule A (collectively, the "***Lock-Up Holders***") shall enter into and deliver to Acquirer a shareholder agreement in substantially the form attached hereto as Exhibit A (the "***Shareholder Agreement***");

WHEREAS, concurrently with the execution of this Agreement, and as a condition and inducement to Seller's and the Company Parties' willingness to enter into this Agreement, each of the stockholders of Acquirer identified on Schedule B (the "***Supporting Stockholders***") shall enter into and deliver to Seller and the Company a support agreement in substantially the form attached hereto as Exhibit B; and

WHEREAS, on or prior to the Agreement Date, Acquirer entered into Subscription Agreements with PIPE Investors pursuant to which, and on the terms and subject to the conditions of which, such PIPE Investors agreed to purchase from Acquirer shares of Acquirer Stock for an aggregate purchase price equal to the PIPE Investment Amount, such purchases to be consummated prior to or substantially concurrently with the Closing (the "***PIPE Investment***").

AGREEMENT

NOW THEREFORE, in consideration of the respective covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Defined Terms. As used herein, the terms below shall have the following meanings. Other terms may be defined elsewhere in the text of this Agreement and, unless otherwise indicated, shall have such meaning indicated throughout this Agreement.

"***Accounting Standards***" means accounting principles generally accepted in the United States, consistently applied for the applicable periods presented.

"***Acquirer Board***" means the board of directors of Acquirer.

"***Acquirer Disclosure Schedules***" means the Disclosure Schedules delivered by Acquirer to the Company in connection with the execution of this Agreement.

"***Acquirer Fundamental Representations***" means the representations and warranties contained in Section 3.1 (Organization of the Acquirer Parties), Section 4.2 (Authorization), Section 4.3 (Capitalization) and Section 4.8 (No Brokers).

"***Acquirer Group***" means any consolidated, combined, unitary or other aggregate group of entities for Tax purposes (including Code Section 1504 and similar provisions of state and local Laws) in which Acquirer is the common parent entity.

"***Acquirer Party***" means Acquirer, Merger Sub I and Merger Sub II.

"***Acquirer Stock***" means shares of Class A common stock, par value $0.0001 per share, of Acquirer.

"***Acquirer Stockholder Approval***" means the approval of: (i) the issuance of the Stock Consideration pursuant to this Agreement by the affirmative vote of holders of shares of Acquirer Stock having a majority in voting power of the votes cast by the holders of all of the shares of Acquirer Stock present or represented at the Acquirer Stockholders' Meeting and voting affirmatively or negatively and
(ii) the approval of an amendment to Acquirer's current Third Amended and Restated Certificate of Incorporation to increase the authorized shares of Acquirer Stock as the Acquirer Board deems necessary or advisable in connection with the consummation of the Transactions (but in no event to a number greater than 1.0 billion) by the affirmative vote of holders of shares of Acquirer Stock having a majority of the shares of Acquirer Stock outstanding as of the applicable record date (and, for the elimination of doubt, abstentions and broker non-votes may be counted to determine the presence of a quorum at the Acquirer Stockholders' Meeting but shall not be counted as votes cast for or against any proposal).

"***Acquisition Proposal***" means any proposal or offer from any Person relating to any direct or indirect acquisition or purchase of a material portion of the assets, net revenues or net income of the Company, or 50% or more of the aggregate equity interests of the Company, any tender offer or exchange offer that if consummated would result in any Person beneficially owning 50% or more of the aggregate equity interests of the Company, any merger, consolidation, business combination, recapitalization, liquidation, dissolution or similar transaction involving the acquisition of 50% or more of the aggregate equity interests or assets of the Company, in each case, other than the Transactions, any material joint venture or other strategic investment in or involving the Company, including any third party financing, investment in or recapitalization of the Company. For the elimination of doubt, the PIPE Investment is not an Acquisition Proposal.

"***Affiliate***" means, with respect to any Person, any other Person which directly or indirectly controls, is controlled by or is under common control with such first Person. As used in this definition, "***control***" means (a) the ownership of more than 50% of the voting securities or other voting interest of any Person, or (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by Contract, as a general partner, as a manager or otherwise. From and after the Effective Time, the Company shall be considered an Affiliate of the Acquirer.

"***Ancillary Agreements***" means the Certificates of Merger, the Escrow Agreement, the Shareholder Agreements, the Transition Services Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement and executed or to be executed in connection with the Transactions.

"***Antitrust Laws***" means any federal, state, provincial, territorial and foreign statutes, rules, regulations, governmental orders, administrative and judicial doctrines and other applicable Laws that are designed or intended to prohibit, restrict or regulate foreign investment or actions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition.

"***Bayh-Dole Act***" means the Patent and Trademark Law Amendments Act of 1980, codified at 35 U.S.C. sections 200-212, as amended, as well as any regulations promulgated pursuant thereto, including in 37 C.F.R. Part 401.

"***Benefit Plan***" means each benefit plan, program, policy, practice, trust, fund, Contract, agreement or arrangement (whether or not an "employee benefit plan" within the meaning of Section 3(3) of ERISA), including any pension, profit-sharing, 401(k) retirement, bonus, incentive compensation, deferred compensation, loan, vacation, sick pay, employee stock ownership, stock purchase, stock option or other equity based compensation plans, severance, employment, Contractor, unemployment, death, hospitalization, sickness, or other medical, dental, vision, life, or other insurance, long- or short-term disability, change of control, fringe benefit, cafeteria plan or any other employee or fringe benefit plan, program, policy, practice, trust, fund, Contract, agreement or arrangement that provides benefits to current or former employees, directors, officers or independent contractors who are natural persons (or beneficiaries thereof).

"***Business***" means the business of the Company Group as currently conducted by the Company Group as of the date of this Agreement; provided, that, for purposes of, and subject to, Section 2.7 the "Business" means the business of the Company Group as conducted during the First Milestone Period and the Second Milestone Period, as applicable.

"***Business Day***" means a day other than a Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by applicable Law to remain closed.

"***CARES Act***" means the Coronavirus Aid, Relief, and Economic Security Act of 2020, Pub. L. No. 116-136, 131 Stat. 281.

"***Cash Consideration***" means: (i) $150,000,000 in cash, plus (ii) the Closing Net Working Capital Surplus, if any, minus (iii) the Closing Net Working Capital Shortfall, if any, minus (iv) the amount of Closing Indebtedness, if any, minus (v) the aggregate amount of Transaction Expenses that have not been fully paid as of immediately prior to the Closing.

"***Closing Indebtedness***" means the aggregate amount of all Indebtedness of the Company Group outstanding as of the Measurement Time (other than with respect to Taxes included in Indebtedness, which shall be calculated as of the end of the day on the Closing Date after giving effect to the Transactions); provided that, the calculation of Closing Indebtedness shall exclude: (i) in the event the Closing has not occurred within three months immediately following the Agreement Date, 100% of the portion of the Seller Debt attributable to the Company Group operations during the fourth through sixth months immediately following the Agreement Date, up to a maximum amount of $15,000,000 and (ii) in the event the Closing has not occurred within six months immediately following the Agreement Date, (A) the amounts excluded pursuant to clause (i) with respect to the fourth through the sixth months plus (B)

with respect to each month during the period commencing with the seventh month immediately following the Agreement Date and ending at the Measurement Time, a portion of the Seller Debt attributable to the Company Group operations equal to 50% of the amount specified for the applicable month in the Pre-Closing Budget (clause (i) and (ii), collectively, the "***Assumed Seller Debt***"). For the elimination of doubt, any current or other portion of Indebtedness shall be included in Closing Indebtedness and not included in Company Net Working Capital.

"***Closing Net Working Capital Shortfall***" means the amount, if any, by which the Closing Net Working Capital Target exceeds Company Net Working Capital.

"***Closing Net Working Capital Surplus***" means the amount, if any, by which the Company Net Working Capital exceeds the Closing Net Working Capital Target.

"***Closing Net Working Capital Target***" means $22,000,000. "***Code***" means the U.S. Internal Revenue Code of 1986.

"***Commercial Software***" means any Software or Software as a service services that are commercially available and (i) are licensed or provided as a service to any member of the Company Group pursuant to a nonexclusive Software license or Software services agreement for a one-time or annual fee of
$100,000 or less, (ii) are not material to the conduct of the Business by the Company Group and (iii) have not been modified or customized for any member of the Company Group.

"***Company Data***" means all data Processed in connection with the marketing, or use of any Company Product or the conduct of the Business, including Company-Licensed Data, Company-Owned Data and Personal Data.

"***Company Data Agreement***" means any Contract relating to or otherwise addressing the Processing of Company Data by or on behalf of the Company Group or otherwise in connection with the conduct of the Business (including Contracts with third parties relating to the Processing of Company Data) to which any member of the Company Group, Seller or its Affiliates is a party or by which they are bound, including the standard terms of service entered into by users of the Company Products (copies of which have been Delivered to Acquirer).

"Company Databases" means each distinct electronic or other repository or database containing (in whole or in part) Company Data maintained by or for any member of the Company Group at any time, which for clarity contain more than 300,000 exomes and 2.1 million phenotypes.

"***Company Disclosure Schedules***" means the Disclosure Schedules delivered by the Seller and the Company Parties to Acquirer in connection with the execution of this Agreement.

"***Company Employee***" means each current and former officer or employee of any member of the Company Group.

"***Company Fundamental Representations***" means the representations and warranties contained in Section 3.1 (Organization of Seller and the Company Group), Section 3.2 (Subsidiaries), Section 3.3 (Authorization), Section 3.4 (Capitalization), Section 3.5(b) (Title to and Sufficiency of Real and Tangible Properties and Assets), Section 3.12 (Taxes), Section 3.19(b) and (p) (Sufficiency of Intangible Properties and Assets) and Section 3.23 (No Brokers).

"***Company Group***" means (x) the Company and its Subsidiaries as of the Agreement Date and (y) immediately following consummation of the Pre-Closing Restructuring, Holdco2 and its direct subsidiary, GeneDx Delaware LLC, together with the Subsidiaries of GeneDx Delaware LLC immediately following the Pre-Closing Restructuring.

"***Company IP***" means any Company Owned IP and any Company Licensed IP. "***Company IP Contracts***" means any and all Contracts concerning Intellectual Property to

which any member of the Company Group is a party or beneficiary or by which any member of the Company Group, or any of its or their properties or assets, may be bound, including all (i) licenses of Intellectual Property by the Company Group to any third party, (ii) licenses of Intellectual Property by any third party to any member of the Company Group, (iii) other Contracts between any member of the Company Group and any third party relating to the transfer, development, maintenance or use of Intellectual Property and (iv) consents, settlements, and Orders governing the use, validity or enforceability of Intellectual Property.

"***Company IT Assets***" means any and all IT Assets used or held for use in connection with the operation of the Business that are owned or controlled by any member of the Company Group, Seller or its Affiliates.

"***Company-Licensed Data***" means all data owned by third parties that are Processed by the Company Group or, otherwise, in connection with the marketing or use of any Company Product or the conduct of the Business.

"***Company Licensed IP***" means any Intellectual Property that is licensed to the Company Group from another Person, including for clarity any Intellectual Property in and to Company Products other than Company Owned IP.

"***Company Net Working Capital***" means, as of the Measurement Time: (i) the Company Group's consolidated total current assets less (ii) the Company Group's consolidated total current liabilities, in each case as specifically set forth in the Company Net Working Capital Schedule. For the elimination of doubt (A) the Company Group's current assets shall exclude (I) accounts receivable that are aged longer than 150 days, (II) any deferred Tax assets and (III) any loans or indebtedness of the Company Group's officers in favor of any member of the Company Group, (B) the Company Group's current liabilities shall include, without duplication, all Liabilities for (I) accounts payable, (II) accrued expenses, (III) vacation and paid time off accrued by or for the Company Employees (iii) deferred revenue and customer deposits, and (iv) local non-income taxes payable and (C) the Company Group's current assets and liabilities shall exclude all (I) operating lease assets and liabilities (including tenant improvement assets), (II) current income tax assets and liabilities (including current income tax assets, income tax receivable or recoverable, income taxes payable, valuation allowance for current income taxes), and (III) intercompany receivables and liabilities. For the avoidance of doubt, Company Net Working Capital shall exclude (x) all Liabilities for Transaction Expenses that are incurred but unpaid as of the Closing, (y) any Closing Indebtedness and (z) any Seller Debt. An example calculation of Company Net Working Capital as of November 30, 2021 is included in the Company Net Working Capital Schedule.

"***Company Net Working Capital Schedule***" means the example calculation, for illustrative purposes only, of Company Net Working Capital as of November 30, 2021 contained in Exhibit D.

"***Company-Owned Data***" means each element of data Processed that (a) is used or held for use in the Business that is not Personal Data or Company-Licensed Data and (b) the Company Group owns or purports to own.

"***Company Owned IP***" means any Intellectual Property in which any member of the Company Group has or purports to have an ownership interest (whether solely or jointly with one or more other persons).

"***Company Parties***" (and each, a "***Company Party***") means (i) the Company and Holdco2 as of the Agreement Date until immediately prior to consummation of the Pre-Closing Restructuring and (ii) Holdco2 and GeneDx Delaware LLC following consummation of the Pre-Closing Restructuring.

"***Company Privacy Commitments***" means, collectively: (A) the Company Group's obligations under the Company Privacy Policies, (B) providing adequate notice and obtaining any necessary consents from end users and other natural Persons, as applicable required for the Processing of Personal Data as conducted by or for the Company Group, (C) any notices, consents, authorizations and privacy choices (including opt-in and opt-out preferences, as required) of end users and other natural Persons relating to Personal Data and (D) industry self-regulatory principles and codes of conduct

applicable to the protection or Processing of Personal Data, biometrics, internet of things, direct marketing, e-mails, text messages, robocalls, telemarketing or other electronic communications (including the Payment Card Industry Data Security Standards) to which any member of the Company Group is bound or otherwise represents compliance.

"***Company Privacy Policies***" means, collectively, any and all (A) of the Company Group's currently applicable data privacy and security policies, procedures, and notices, whether applicable internally, or published on Company Websites or otherwise made available by the Company Group to any Person, and (B) public representations (including representations on Company Websites), made by or on behalf of the Company Group with regard to Personal Data.

"***Company Product***" means any product or service currently produced, marketed, licensed, sold, distributed or performed by the Company Group and any product or service that is being researched or under development for use in the Business, including those set forth in Section 3.15(b) of the Company Disclosure Schedule.

"***Company Software***" means all Software used or held for use in connection with the operation of the Business.

"***Company Websites***" means all websites owned, operated or hosted by the Company Group or through which the Company Group conducts the Business, and the underlying platforms for such websites.

"***Confidentiality Agreement***" means the letter agreement between Seller, the Company and Acquirer, dated October 12, 2021.

"***Consent***" means any required consent, waiver or approval of a third party for the consummation of the Transactions or to the Transfer, or amendment of a Contract.

"***Continuing Employees***" means all employees of any member of the Company Group immediately prior to the Effective Time.

"***Contract***" means any agreement, understanding, contract, note, bond, deed, mortgage, lease, sublease, license, sublicense or instrument that is legally binding, whether written or oral.

"***Controlled Group Liability***" means any and all Liabilities (a) under Title IV of ERISA, (b) under Section 302 of ERISA, (c) under Section 412 and 4971 of the Code, and (d) as a result of a failure to comply with the continuation coverage requirements of Section 601 et seq. of ERISA and Section 4980B of the Code, other than such Liabilities that arise solely out of, or relate to, Company Benefit Plans.

"***Copyrights***" means all copyrights, whether in published or unpublished works; databases, data collections and rights therein, mask work rights, Software, web site content; rights to compilations, collective works and derivative works of any of the foregoing and moral rights in any of the foregoing; registrations and applications for registration for any of the foregoing and any renewals or extensions thereof.

"***COVID-19***" means the novel coronavirus known as SARS-CoV-2 or COVID-19, and variant thereof.

"***COVID-19 Response***" means any quarantine, travel restriction, "stay-at-home" orders, social distancing measures or other safety measures, workforce reductions, workplace or worksite shutdowns or slowdowns, factory closures, "shelter in place", "stay at home", workforce reduction sequester safety or similar Law, directive or guidelines promulgated by any applicable Governmental Authority or other measures initiated to the extent reasonably necessary to, respond to, or mitigate the effects of, the COVID-19 pandemic, as recommended by any applicable Governmental Authority, including the Centers for Disease Control and Prevention or the World Health Organization, in each case, in connection with or in response to COVID-19, including the Coronavirus Aid, Relief and Economic Security Act, as may be amended, or the Families First Coronavirus Response Act, as may be amended or any other applicable Law.

"***Data Room***" means the virtual data room for the Transactions hosted at securevdr.com, to which Acquirer and its Representatives have access.

"***Default***" means (i) any actual breach, violation or default, (ii) the existence of circumstances or the occurrence of an event that, with the passage of time or the giving of notice or both, would constitute a breach, violation or default or (iii) the existence of circumstances or the occurrence of an event that, with or without the passage of time or the giving of notice or both, would give rise to a right of cancellation, termination, modification renegotiation or acceleration.

"***Deliver***" means (i) providing to Acquirer a copy of any item required to be delivered to Acquirer directly or (ii) including any such item in the Data Room, in each case (clauses (i) and (ii)), not less than one Business Day prior to the Agreement Date (except if a particular date of Delivery is specified).

"***Detect Genomix***" shall mean Detect Genomix, LLC, a Florida limited liability company, with principal office at 1301 Concord Terrace, Sunrise, Florida 33323.

"***DGCL***" means the General Corporation Law of the State of Delaware.

"***Dispute***" means any dispute, controversy or claim (of any and every kind or type, whether based on contract, tort, statute, regulation, or otherwise) arising out of, relating to, or in connection with this Agreement, the negotiation, execution or performance of this Agreement (including any such dispute, controversy or claim based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement) or the Transactions, including any dispute as to the construction, validity, interpretation, enforceability or breach of this Agreement.

"***Domain Names***" means Internet electronic addresses, uniform resource locators and alphanumeric designations associated therewith registered with or assigned by any domain name registrar, domain name registry or other domain name registration authority as part of an electronic address on the Internet and all applications for any of the foregoing.

"***EMA***" means the European Medicines Agency and any successor agency(ies) or authority having substantially the same function.

"***Encumbrance***" means any charge, claim, mortgage, lien, option, pledge, security interest, right of first refusal, easement, deed of trust or encumbrance.

"***Environmental Law***" means all applicable Laws which relate to pollution, the environment, natural resources or human health and safety, including any Laws which relate to (i) the protection, preservation or restoration of the environment (including air, water vapor, surface water, groundwater, drinking water supply, surface land, subsurface land, plant and animal life or any other natural resource), or (ii) the exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production, release or disposal of Hazardous Substances.

"***ERISA***" means the Employee Retirement Income Security Act of 1974, as amended. "***ERISA Affiliate***" means any Person which is (or at any relevant time was or will be) a

member of a "controlled group of corporations" with, under "common control" with, or a member of an "affiliate service group" with the Company Group as such terms are defined in Sections 414(b), (c), (m) or
(o) of the Code.

"***Escrow Account***" means the escrow account established by the Escrow Agent to hold the Escrow Amount in trust.

"***Escrow Amount***" means $13,470,000 in cash and 8,314,815 shares of Acquirer Stock. "***Escrow Expiration Date***" shall mean the 12-month anniversary of the Closing Date.

"***Estimated Cash Consideration***" means the Company's good faith estimate of the Cash

Consideration set forth in the Estimated Closing Statement.

"***Estimated Closing Statement***" means a statement, setting forth, Seller's and the Company Parties' good faith estimates of: (a) the Company Net Working Capital (including (i) the Company Group's balance sheet as of the Closing Date prepared in accordance with the Accounting Standards, (ii) an itemized

list of the Company Group's consolidated total current assets (in each case as set forth in the Company Net Working Capital Schedule), (iii) an itemized list of the Company Group's consolidated total current liabilities (in each case as set forth in the Company Net Working Capital Schedule) and (iv) the calculation of the Closing Net Working Capital Shortfall or Closing Net Working Capital Surplus, as applicable); (b) the amount of the Closing Indebtedness (including an itemized list of each item of Company Indebtedness with a description of the nature of such Company Indebtedness and the Person to whom such Company Indebtedness is owed) and the aggregate amount of Seller Debt (including itemized detail reflecting the amount attributable to each month of Company Group operations during the Pre-Closing Period); (c) unpaid Transaction Expenses (including an itemized list of each Transaction Expense with a description of the nature of such expense and the Person to whom such expense is owed); and (d) based on such amounts, the calculation of the Cash Consideration.

"***European Union***" means the economic, scientific and political organization of member states as it may be constituted from time to time, which as of the Agreement Date consists of Austria, Belgium, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and that certain portion of Cyprus included in such organization.

"***Exchange Act***" means the Securities Exchange Act of 1934, as amended. "***FCPA***" means the United States Foreign Corrupt Practices Act.

"***FDA***" means the United States Food and Drug Administration and any successor agency

thereto.

"***FDCA***" means the United States Federal Food, Drug, and Cosmetic Act, 21 U.S.C. § 301

et seq.

"***Fraud***" means common law fraud with the element of scienter, as interpreted under the Laws of the State of Delaware and, for the avoidance of doubt, excluding claims based on negligence or recklessness.

"***Fundamental Representations***" means the Acquirer Fundamental Representations and the Company Fundamental Representations, as applicable.

"***Governing Documents***" means the legal document(s) by which any Person (other than an individual) establishes its legal existence or other organizational documents of such Person. For example, the "Governing Documents" of a corporation are its certificate or articles of incorporation and by-laws and the "Governing Documents" of a limited liability company are its operating or limited liability company agreement and certificate of formation.

"***Governmental Authority***" means any (a) nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) international, multinational,

supra-national, federal, state, local, municipal, foreign or other government, agency or authority; (c) governmental or quasi-governmental authority of any nature (including any governmental division, department, agency, commission, securities exchange or instrumentality and any court or other tribunal) or
(d) any bureau, instrumentality or commission or any court, tribunal, judicial or arbitral body, industry or trade or private body exercising any regulatory or quasi regulatory power or authority, including the FDA, European Commission and EMA, and any Institutional Review Board or Ethics Committee.

"***Governmental Program***" means all "federal health care programs" (as defined by 42
U.S.C. § 1320a–7b(f)), including Medicare, Medicaid, TRICARE, Maternal and Child Health Service Block Grant, Children's Health Insurance Program, and any other similar or successor federal, state or local healthcare payment programs with, or sponsored in whole or in part by, any Governmental Authority or any agent or contractor of a Governmental Authority.

"***Hazardous Substances***" means any pollutant, chemical, substance and any toxic, infectious, carcinogenic, reactive, corrosive, ignitable or flammable chemical, chemical compound, hazardous substance, material or waste, whether solid, liquid or gas, that is subject to regulation, control or remediation under any Environmental Laws, including any quantity of petroleum product or byproduct, solvent, flammable or explosive material, radioactive material, asbestos, lead paint, polychlorinated biphenyls (or PCBs), dioxins, dibenzofurans, heavy metals, radon gas, mold, mold spores, and mycotoxins.

"***Health Care Laws***" means any applicable Law regarding health care products and services applicable to the Company Group or Company Products, including any applicable Law the purpose of which is to ensure the safety, efficacy and quality of genetic testing and diagnostic and similar products by regulating the research, development, manufacturing and distribution of such products, including applicable Law relating to CLIA requirements, record keeping and filing of required reports, and relating to promotion and sales of health care products to providers and facilities that bill or submit claims under government healthcare programs, including (i) CLIA, the PHSA, and applicable FDA Emergency Use Authorization ("***EUA***") requirements(ii) the federal Anti-kickback Statute (42 U.S.C. § 1320a-7b(b)); the Anti-Inducement Law (42 U.S.C. § 1320a-7a(a)(5)); the Stark Law (42 U.S.C. §1395nn et seq); the civil False Claims Act (31 U.S.C. §§ 3729 et seq.); the administrative False Claims Law (42 U.S.C. § 1320a- 7b(a)); the Exclusion Laws and the Civil Monetary Penalties Law (42 U.S.C. § 1320a-7 and 1320a-7a); the Medicare statute (Title XVIII of the Social Security Act), including Social Security Act §§ 1860D-1 to 1860D-43 (relating to Medicare Part D and the Medicare Part D Coverage Gap Program); the Medicaid statute (Title XIX of the Social Security Act); the Physician Payments Sunshine Act (42 U.S.C. § 1320a- 7h), and any other similar applicable Law, whether of the United States or any other applicable jurisdiction,
(iii) the Clinical Laboratory Improvement Amendments of 1988, (iv) the Program Fraud Civil Remedies Act (31 U.S.C. §§ 3801-3812), (v) the Prohibition on Inducement of Beneficiaries Statute (42 U.S.C. § 1320a-7a(a)(5)), (vi) the Federal Health Care Fraud Law (18 U.S.C. § 1347), (vii) the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (codified at 42 U.S.C. § 300gg and 29 U.S.C. § 1181 et seq. and 42 USC 1320d et seq.), (viii) Medicare (Title XVIII of the Social Security Act), (ix) Medicaid (Title XIX of the Social Security Act) and (x) all applicable state privacy and confidentiality laws, and state laws, including those related to insurance, balance billing, out-of-network services and the waiver of deductibles, copayments or cost-sharing.

"***Holdco2 Common Stock***" means the common stock, par value $0.0001 per share, of
Holdco2.

"***HSR Act***" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

"***Indebtedness***" means (without duplication), as to any Person: (a) all obligations for the payment of principal, interest, penalties, fees or other Liabilities for borrowed money (including notes payable), incurred or assumed (including pursuant to the Paycheck Protection Program of the CARES Act to the extent not forgiven or subject to forgiveness under the CARES Act), including in the case of the Company Group, the Seller Debt, (b) all obligations for the deferred purchase price of property or

services including pursuant to any earn-out or similar obligation (other than current trade payables or short-term accruals incurred in the Ordinary Course of Business), (c) any obligations for amounts drawn under any

letter of credit, surety bond, debenture, promissory note, performance bond or other similar instrument, (d) all obligations as lessee under leases that are required to be recorded as capital or finance leases under the Accounting Standards (including leases excluded from the balance sheet due to duration of term), (e) (i) all obligations under that certain Amended and Restated Credit Agreement, dated August 30, 2021, by and among BioReference Laboratories, Inc., certain of its subsidiaries, including the Company, and JPMorgan Chase Bank, N.A., only to the extent the Company Group and its assets have not been fully and irrevocably released from all obligations thereunder and any corresponding security interest arising thereunder has not been terminated prior to the Closing and (ii) all indebtedness of Third Parties secured by an Encumbrance on any asset or property owned or acquired by such Person (if recourse for such security interest is limited to such asset or property, in an amount equal to the lesser of (x) such indebtedness and (y) the fair market value of such asset or property), (f) any obligation that is required to be reflected as debt on the balance sheet of such Person under the Accounting Standards, (g) all obligations in respect of interest rate and currency swaps, protection agreements, hedges, caps or collar agreements or similar arrangements either generally or under specific contingencies, (h) all obligations in respect of deferred compensation or unfunded or underfunded pension obligations, including any Controlled Group Liability, but excluding accrued but unpaid 401(k) plan employer match contributions under the Seller 401(k) Plan for the portion of the plan year ending on the Closing Date (the "***Accrued 2022 401(k) Match***") (i) any unpaid executive sign-on bonuses or bonuses related to COVID-19, unpaid discretionary annual bonuses for the period ending December 31, 2021 as determined in Seller's sole discretion and unpaid pro-rated discretionary annual bonuses for the year-ended December 31, 2022 based on actual performance through the Closing Date) (and the employer portion of any payroll Taxes of such member of the Company Group or Acquirer arising from the payment of any such bonuses or payments), (j) any Repayment Obligations, (k) any Pre- Closing Taxes and any other Liabilities of the Company Group for Taxes as of the Closing, whether or not such Liabilities for Taxes would then be due and payable (including, for the avoidance of doubt, employer payroll taxes or other Taxes arising in connection with any payment required pursuant to, or arising as a result of, this Agreement or the Transactions, and including any such taxes that have been deferred pursuant to the CARES Act, and taking into account Transaction Tax Deductions to the extent permitted by applicable Law on a "more likely than not" basis), and (l) all indebtedness of others referred to in clauses
(a) through (l) above guaranteed directly or indirectly in any manner by such Person.

"***Intellectual Property***" means all worldwide intellectual property or industrial property rights protected, created, arising under or recognized by any Laws or Governmental Authority, including
(i) Patents; (ii) Trademarks; (iii) Copyrights; (iv) Trade Secrets; (v) all rights to sue and recover damages for past, present and future infringement, misappropriation, dilution or other violation of any of the foregoing;, and (vi) all other rights similar or pertaining to any of the foregoing in anywhere in the world.

"***IRS***" means the Internal Revenue Service of the United States.

"***IT Assets***" means Software, databases, systems, servers, computers, hardware, firmware, middleware, storage media (e.g., backup tapes), networks, data communications lines, routers, hubs, switches, network devices and all other information technology equipment, and all associated documentation.

"***Key Employee***" means Katherine Stueland, Kevin Feeley and Jennifer Brendel.

"***Knowledge***" means: (i) with respect to the Company, the actual knowledge of the persons listed in Section 1.1 of the Company Disclosure Schedules, including such knowledge that would be acquired by such persons through their reasonable inquiry and (ii) with respect to Acquirer, the actual knowledge of the persons listed on Section 1.1 of the Acquirer Disclosure Schedules, including such knowledge that would be acquired by such persons through their reasonable inquiry.

"***Law***" means any applicable federal, state, local or other domestic or foreign law (including common law), statute, ordinance, rule, regulation, Order, writ, or other requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Authority.

"***Liability***" means any direct or indirect liability, indebtedness, obligation, commitment, expense, claim, deficiency, guaranty or endorsement of or by any Person of any type, known or unknown, and whether accrued, absolute, contingent, matured, unmatured or other.

"***Material Adverse Effect***" means any event, change, condition, circumstance, effect, development, occurrence or state of facts ("***Effect***") that, individually or in the aggregate with all other Effects, has, or would reasonably be expected to have, a material adverse effect on (i) the condition (financial or otherwise), business, results of operations or assets of the Company Group (taken as a whole) or (ii) the ability of Seller or the Company Parties to perform their respective obligations under this Agreement; provided that no Effect attributable to any of the following shall be taken into account in determining the existence of a Material Adverse Effect solely for purposes of clause (i) above: (A) conditions affecting the industry, financial markets or securities markets in, or the economy as a whole of, the United States, (B) changes in Law or Accounting Standards (or, in each case, any interpretation thereof) after the Closing Date, (C) earthquakes, hostilities, acts of war, sabotage or terrorism or military actions, epidemic, public health event or pandemic (including COVID-19 and any worsening thereof (including any COVID-19 Response)), (D) any actions required under this Agreement or otherwise negotiated separately to obtain any approval or authorization under applicable antitrust or competition Laws for the consummation of the transactions contemplated hereby, (E) the announcement or pendency of this Agreement and the consummation of the transactions contemplated hereby (including the effects of such announcement and pendency on relationships with customers, suppliers, Governmental Authorities, employees or other third-party relationships), (F) any actions taken (or omitted to be taken) by or at the written request of the Acquirer or as required by this Agreement, or (G) any failure, in and of itself, of the Company Group to meet any internal or published projections, forecasts or revenue or earnings predictions for any period (it being understood that the underlying causes of the facts or occurrences giving rise to such failure may be taken into account in determining whether a Material Adverse Effect has occurred), except, in the case of the forgoing clauses (A), (B) and (C), to the extent such conditions, changes or events disproportionately affect the Company Group relative to similarly situated industry participants (in which case the incremental disproportionate impact or impacts may be taken into account in determining whether there has been a Material Adverse Effect).

"***Measurement Time***" means 11:59 p.m., Eastern Time, on the date immediately preceding the Closing Date.

"***Merger Consideration***" means the Cash Consideration plus the Stock Consideration.

"***Most Recent Balance Sheet***" means the balance sheet of the Company as of September 30, 2021.

"***Nasdaq***" means the Nasdaq Global Select Market.

"***Order***" means any writ, judgment, injunction, determination, consent, order, decree, stipulation, award or executive order of or by any Governmental Authority.

"***Ordinary Course of Business***" means the ordinary course of business of the Company Group, consistent with past practice.

"***Parent***" means OPKO Health Inc., a Delaware corporation.

"***Parent Group***" means any consolidated, combined, unitary or other aggregate group of entities for Tax purposes (including Code Section 1504 and similar provisions of state and local Laws) in which Parent is the common parent entity.

"***Patents***" means any and all patents, industrial and utility models, industrial designs, petty patents, design patents, patents of importation, patents of addition, certificates of invention, and other indicia of invention ownership issued or granted by any Governmental Authority; applications for any of the foregoing, including provisional, utility, design, priority, divisional, and continuation (in whole or in part) applications, and all other pre-grant forms of any of the foregoing; extensions, reissues, re- examinations, renewals, or other post-grant forms of any of the foregoing; equivalent or similar rights in

inventions and discoveries anywhere in the world; counterparts of any of the foregoing anywhere in the world; and other forms of government issued rights substantially similar to any of the foregoing.

"***Payor Parties***" (and each, a "***Payor Party***") means any payors administering Governmental Program benefits or any other healthcare service plan, any health maintenance organizations, any health insurers and any other private and commercial payors.

"***Permits***" means all licenses and operating licenses, permits, concessions, franchises, approvals, clearances, registrations, certificates, rights, grants, exceptions, exemptions, qualifications, privileges, exemptions, authorizations (including marketing and testing authorizations), easements, variances, permissions, consents or Orders of, any Governmental Authority, including any marketing authorizations, and any approvals or filings relating to any pre-clinical or clinical development, together with all applications therefor and all renewals, extensions, or modifications thereof and additions thereto.

"***Permitted Encumbrances***" means (i) Encumbrances for Taxes not yet due and payable and that are reserved for in full on the Most Recent Balance Sheet in accordance with the Accounting Standards, (ii) statutory, mechanics', laborers' and materialmen liens arising in the Ordinary Course of Business for sums not yet due and payable and not otherwise in default (or for which the validity or amount of which is being contested in good faith), (iii) zoning, entitlement, conservation restriction and other land use and environmental regulations promulgated by Governmental Authorities, (iv) Encumbrances granted to any lender at the Closing in connection with any financing by the Acquirer, (v) any right, interest, lien, title or other Encumbrance of a lessor or sublessor under any lease or other similar agreement or in the property (other than Intellectual Property) being leased, (vi) restrictions on the transfer of securities arising under federal and state securities laws, (viii) non-exclusive licenses of Intellectual Property granted in the Ordinary Course of Business (A) for the use of results generated by Company Products from a patient sample solely for the clinical care of the patient from which such sample was collected, or (B) for incidental use of trademarks by payors, customers or service providers solely to identify Company Group as the provider of Company Products ((A) and (B) collectively, "***Ordinary Course Licenses***") and (ix) Encumbrances listed on Schedule 1.1(b) of the Company Disclosure Schedules.

"***Person***" means any person or entity, whether an individual, sole proprietorship, general partnership, limited partnership, limited liability partnership, corporation, limited liability company, limited liability limited partnership, business trust, joint stock company, trust, unincorporated association, joint venture, estate, Governmental Authority or other entity or organization.

"***Personal Data***" means all data or information that constitutes personal data, protected health information, individually identifiable health information or personal information under any applicable Law.

"***PHSA***" means the United States Public Health Service Act.

"***PIPE Investment Amount***" means the aggregate gross purchase price received by Acquirer prior to or substantially concurrently with Closing for the shares in the PIPE Investment.

"***PIPE Investors***" means those certain investors participating in the PIPE Investment pursuant to the Subscription Agreements.

"***Post-Closing Tax Period***" means any Tax period beginning after the Closing Date and that portion of any Straddle Period beginning after the Closing Date.

"***PPP Loan***" means (i) any covered loan under paragraph (36) of Section 7(a) of the Small Business Act (15 U.S.C. 636(a)), as added by Section 1102 of the CARES Act, or (ii) any loan that is an extension or expansion of, or is similar to, any covered loan described in clause (i).

"***Pre-Closing Budget***" means the budget set forth on Schedule C.

"***Pre-Closing Restructuring***" has the meaning set forth in the Recitals, as further described on Schedule D.

"***Pre-Closing Tax Period***" means any Tax period ending on or before the Closing Date and that portion of any Straddle Period ending on and including the Closing Date.

"***Pre-Closing Taxes***" means (i) any Liability for any Tax of or owed by the Company Group in respect of any Pre-Closing Tax Period, (ii) any Liability for any Taxes of Seller, (iii) all Taxes imposed in respect of a Pre-Closing Tax Period the payment of which Taxes is deferred to a taxable period (or portion thereof) beginning after the Closing Date, (iv) all Taxes of any member of an affiliated group of corporations, within the meaning of Section 1504 of the Code (or any predecessor provision or comparable provision of state, local or foreign Law) of which any member of the Company Group (or any predecessor of any such member) is or was a member on or prior to the Closing Date, including pursuant to Treasury Regulations Section 1.1502-6 or any analogous or similar U.S. state or local, or non-U.S. Law,
(v) Taxes of Seller arising from the Transactions, (vi) any Transfer Taxes for which Seller is liable pursuant to this Agreement or under applicable Law, and (vii) any Taxes of any Person imposed on any member of the Company Group as a transferee or successor, by Contract or pursuant to any Law, which Taxes relate to an event or transaction occurring before the Closing. Notwithstanding the foregoing, Pre-Closing Taxes shall not include Taxes otherwise included in the calculation of the amount of Company Net Working Capital, Closing Indebtedness or the Merger Consideration, Taxes attributable to transactions occurring after the Closing on the Closing Date outside the Ordinary Course of Business, or Taxes attributable to breaches by the Acquirer of its agreements, representations, warrants or covenants under this Agreement.

"***Privacy Laws***" means (i) each U.S. federal or state Law applicable to the Company Group with respect to protection or Processing or both of Personal Data, and includes, but is not limited to (A) the Health Insurance Portability and Accountability Act of 1996 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 as otherwise amended from time to time, and the rules and regulations promulgated thereunder, including the Privacy Standards (45 C.F.R. Parts 160 and 164), the Electronic Transactions Standards (45 C.F.R. Parts 160 and 162), and the Security Standards (45
C.F.R. Parts 160, 162 and 164) ("***HIPAA***"), and (B) law, regulations and/or rules relating to the Processing of biometric data, direct marketing, e-mails, text messages, robocalls, telemarketing or other electronic commercial messages and (ii) binding guidance issued by a Governmental Authority that pertains to one of the laws, rules or regulations outlined in clause (i).

"***Proceeding***" means any suit, litigation, arbitration, mediation, alternative dispute resolution procedure, claim, action, complaint, proceeding, hearing, or investigation (whether civil or criminal, administrative or judicial, and whether public or private), in each case to, from, by or before any Governmental Authority.

"***Process***" or "***Processing***" or "***Processed***" means, with respect to data, the use, collection, processing, storage, recording, organization, adaption, alteration, transfer, retrieval, consultation, disclosure, dissemination or combination of such data.

"***Public Official***" means (a) any Representative of any Governmental Authority, (b) any Representative of any commercial enterprise that is wholly owned or controlled by a Governmental Authority, including any state-owned or controlled medical facility, and (c) any political party, party official or candidate for political office.

"***Public Software***" means any Software that is distributed as freeware, shareware, open source Software (e.g., Linux) or similar licensing or distribution models. For the avoidance of doubt, "Public Software" includes Software licensed, distributed under or otherwise subject to any of the following licenses or distribution models (or licenses or distribution models similar thereto): (A) GNU's General Public License (GPL) or Lesser/Library GPL (LGPL); (B) the GNU Affero GPL license; (C) the Artistic License (e.g., PERL); (D) the Mozilla Public License; (E) the Netscape Public License; (F) the Sun Community Source License (SCSL); (G) the Sun Industry Standards License (SISL); (H) the BSD License;
(I)Red Hat Linux; (J) the Apache License; and (K) any other license or distribution model described by the Open Source Initiative as set forth on www.opensource.org, and any other free, open-source, or "copy left" license or terms that requires as a condition of use, modification or distribution that such software or

other software combined or distributed with it be (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; (iii) redistributable at no charge; or (iv) licensed subject to a patent non-assert or royalty-free patent license.

"***Registered Company IP***" means all Registered IP included in the Company Owned IP. "***Registered IP***" means all Intellectual Property that is registered, issued, granted by any Governmental Authority (including the United States Patent and Trademark Office or United States Copyright Office), and all applications, registrations and grants for any of the foregoing.

"***Regulatory Approval***" means, with respect to a Company Product in a country, any and all approvals, licenses, registrations or authorizations of any Governmental Authority necessary to commercially distribute, sell or market such Company Product in such country, including, where applicable, (i) pricing or reimbursement approval in such country and (ii) pre- and post-approval marketing authorizations (including any prerequisite manufacturing approval or authorization related thereto).

"***Regulatory Authority***" means any applicable Governmental Authority that regulates or otherwise exercises authority with respect to the Exploitation of any Company Product or administers Health Care Laws.

"***Regulatory Documentation***" means all (i) Regulatory Approvals and Regulatory Permits; (ii) correspondence and reports submitted to or received from Regulatory Authorities (including minutes and official contact reports relating to any communications with any Regulatory Authority) and all supporting documents with respect thereto, including all adverse event files and complaint files; and (iii) pre-clinical, clinical and other data contained or relied upon in any of the foregoing; in each case (clauses (i), (ii) and (iii)) relating to the Company Products.

"***Regulatory Permit***" means governmental licenses, franchises, permits, certificates, consents, approvals, registrations, concessions or other authorizations required to have been obtained from, or filings required to have been made with, Governmental Authorities pursuant to a Health Care Law in order to allow the conduct of a regulated activity.

"***Related Party***" means: (i) Seller; (ii) each Person who is, or who was at the time of the entry into this Agreement or the creation of the interest in question an officer or director of any member of the Company Group or Seller, or who, beneficially or of record, held shares or other equity interests in any member of the Company Group, or who served as a an officer or officer of a Person who, beneficially or of record, owned shares or other equity interests in any member of the Company Group; and (iii) each member of the immediate family of each of the Persons referred to in clause (i) or (ii) above. For purposes of this definition, the "immediate family" of an individual means (x) the individual's spouse and (y) the individual's parents, brothers, sisters and children.

"***Repayment Obligations***" means any repayment obligations of the Company Group arising from or related to services rendered prior to the Closing which are ultimately not paid, or where reimbursement is subsequently refunded to or recouped, in each case in whole or in part, by the applicable Payor Party due to actual or alleged errors or omissions, including improper coding, lack of coverage, lack of medical necessity or non-compliance with other applicable Payor Party requirements.

"***Representative***" means, with respect to any Person, any officer, director, principal, attorney, agent, employee or other representative of such Person.

"***Required Financial Statements***" means such financial statements of the Company Group as are required by Regulation S-X to be included in the Proxy Statement or Closing 8-K.

"***SEC***" means the U.S. Securities and Exchange Commission. "***Securities Act***" means the Securities Act of 1933.

"***Seller Debt***" means the financing provided by Seller to the Company Group during the Pre-Closing Period in order to fund the Company Group's operations in accordance with the Pre-Closing Budget and evidenced by an inter-company note bearing interest at the statutory applicable federal annual mid-term rate.

"***Share Value***" means $4.86.

"***Software***" means all (i) computer programs, applications, systems and code, including software implementations of algorithms, models and methodologies, and source code and object code, (ii) Internet and intranet websites, databases and compilations, including data and collections of data, whether machine-readable or otherwise, (iii) software development and design tools, library functions and compilers, (iv) technology supporting websites, and the contents and audiovisual displays of websites and
(v) documentation, other works of authorship and media, including user manuals and training materials, relating to or embodying any of the foregoing or on which any of the foregoing is recorded.

"***SPAC Merger Agreement***" means that certain Agreement and Plan of Merger, dated February 9, 2021, entered into by and among CM Life Sciences, Inc., S-IV Sub, Inc. and Legacy Sema4, as amended.

"***Specified Designees***" means (i) one (1) individual designated by the Company and (ii) one (1) one individual designated by Seller who is independent from Seller and the Company Group, in each case as mutually agreed with Acquirer.

"***Stock Consideration***" means 80,000,000 shares of Acquirer Stock, as adjusted for any stock split, stock dividend, recapitalization, merger, consolidation or similar event occurring after the Agreement Date.

"***Straddle Period***" means any Tax period beginning on or before the Closing Date and ending after the Closing Date.

"***Stueland Employment Agreement***" means that certain Employment Agreement, dated as of June 7, 2021, by and among Katherine Stueland, Seller and the Company.

"***Stueland Employment Agreement Obligations***" means the sum of (i) the aggregate amount of the Sign On Bonus (within the meaning of the Stueland Employment Agreement) that has not been paid to Katherine Stueland as of the Closing Date, plus (ii) the aggregate fair market value of the Initial Option (within the meaning of the Stueland Employment Agreement), regardless of whether or not the Initial Option is outstanding as of the Closing Date or will remain outstanding as of immediately following the Closing but subject to clause (C) below, and the Additional Option (within the meaning of the Stueland Employment Agreement), with such aggregate fair market value determined based on the closing price of Seller's common stock as of the trading day immediately preceding the Closing Date minus the applicable exercise price per share (for the avoidance of doubt, if such closing price equals or exceeds the exercise price per share of the Initial Option or the Additional Option, the fair market value of the Initial Option or Additional Option, as applicable, for purposes of this clause (ii) shall be zero); provided that: (A) if the Closing occurs prior to June 21, 2022 or Katherine Stueland waives her right to receive the Additional Option prior to or in connection with the Closing, then the Additional Option shall be deemed to have a fair market value of $0, (B) if the Closing occurs on or following June 21, 2022, the Additional Option has not been granted as of the trading day immediately preceding the Closing Date, and Katherine Stueland does not waive her right to receive the Additional Option prior to or in connection with the Closing, then the per share exercise price of the Additional Option shall be deemed to equal the closing price of Seller's common stock as of June 21, 2022 (or if June 21, 2022 is not a trading day, the closing price of Seller's common stock as of the immediately preceding trading day), and (C) if Katherine Stueland's employment terminates for any reason prior to the Closing, then (i) any portion of the Initial Option that is forfeited in connection with such termination of employment and (ii) any portion of the Initial Option that is not forfeited in connection with such termination of employment and is exercised prior to the Closing, shall in each case be deemed to have a fair market value of $0.

"***Subscription Agreements***" means the subscription agreements pursuant to which the PIPE Investment will be consummated.

"***Subsidiary***" means, when used with respect to any Person, including the Company, any entity, corporation or other organization, whether incorporated or unincorporated, for which at least a majority of the securities or other interests having ordinary voting power to elect a majority of the board of directors or others performing similar functions with respect to such entity, corporation or other organization is directly or indirectly owned or controlled by such Person or by any one or more of its Subsidiaries.

"***Tax***" means any and all federal, state, local or non-U.S. taxes and duties and similar governmental charges, assessments, levies, imposts or withholdings, including net income, gross income, capital gains, alternative minimum, base erosion anti-abuse, diverted profits, digital services, value added,

goods and services, gross margin, gross receipts, sales, use, ad valorem, transfer, franchise, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, social security, disability, excise, severance, environmental, stamp, occupation, premium, property, unclaimed property, escheat, windfall profits, customs, duties or other actual or estimated taxes, together with any interest, fines, penalties, surcharges and charges in respect of Taxes (including as a result of any failure to timely file a Tax Return) and any additions to tax or additional amounts with respect thereto.

"***Tax Authority***" means any Governmental Authority responsible for the determination, assessment, collection or administration of Taxes.

"***Tax Return***" means any return, declaration, report, statement, claim for refund, information statement or other document filed or required to be filed with a Tax Authority in connection with the determination, assessment, collection or administration of Taxes, as well as any schedule, attachment thereto or amendment thereof.

"***Third Party***" means any Person other than the Company Parties, the Acquirer Parties, Seller and their respective Affiliates (including their respective Subsidiaries).

"***Total Merger Consideration***" means the Merger Consideration plus the Milestone Payments, if and to the extent such amounts become payable pursuant to Section 2.7.

"***Trade Secrets***" means unpublished inventions (whether patentable or not and whether or not reduced to practice), industrial designs, discoveries, improvements, ideas, designs, models, chemical and biological materials, compounds, formulae, recipes, patterns, compilations, results, data (including pre- clinical and clinical data), databases, data collections and compilations, analyses, diagrams, drawings, blueprints, mask works, devices, methods, compositions, algorithms, techniques, patterns, processes, know- how and other forms of technology (whether or not embodied in any tangible form and including all tangible embodiments of the foregoing, such as laboratory notebooks, studies and summaries), proprietary rights in confidential information of any kind, instructions, configurations, prototypes, samples, formulations, specifications, analytic models, customer lists, source code, development tools,, in each case, to the extent constituting a trade secret as defined under the Uniform Trade Secrets Act or other applicable Laws.

"***Trademarks***" means trademarks, service marks, trade names, service names, brand names, trade dress, logos, as well as Internet domain names, corporate and other business names, other like source or business identifiers and other proprietary rights to any words, names, slogans, symbols, logos, devices or combinations thereof to the extent that they are used and function to identify, distinguish and indicate the source or origin of goods or services, together with the goodwill associated with any of the foregoing; and all registrations and renewals, applications for registration, equivalents or counterparts thereof; and all statutory, federal, common law, and rights provided by international treaties or conventions, in any of the foregoing.

"***Transaction Certificates***" means all certificates contemplated by this Agreement to be delivered at Closing by the Parties pursuant to this Agreement.

"***Transaction Documents***" means this Agreement and the Ancillary Agreements. "***Transaction Expenses***" means (a) any out-of-pocket fees, costs, payments and expenses

of the Company Group, including legal and accounting fees, valuation services, investment banking fees, and related disbursements, in each case in connection with (i) the participation in or response to the investigation, review and inquiry conducted by Acquirer and its Representatives with respect to the business of the Company Group (and the furnishing of information to Acquirer and its Representatives in connection with such investigation and review), (ii) the negotiation, preparation, drafting, review, execution, delivery or performance of this Agreement or any Ancillary Agreement or any other document delivered or to be delivered in connection with the Transactions, (iii) the obtaining of any consent, waiver or approval required to be obtained in connection with any of the Transactions; (b) 50% of the out-of-pocket fees, costs, payments and expenses incurred in connection with the preparation and submission of any regulatory filing or notice required to be made or given in connection with any of the Transactions, including pursuant to HSR; (c) any sale bonuses, change in control bonuses, payments in respect of equity awards, retention payments or similar amounts that become payable by any member of the Company Group by reason of, or in connection with, the Closing, other than any such bonus or payment (i) payable pursuant to a Contract entered into by or at the request of the Acquirer or (ii) to the extent that the amount thereof is increased pursuant to the amendment to a Contract undertaken at the request of Acquirer; provided that an amount equal to the Stueland Employment Agreement Obligations shall be treated as a "Transaction Expense," (d) any severance or similar termination payments payable by any member of the Company Group to any current or former employee, or any current or former director, officer or contractor of any member of the Company Group, by reason of, or in connection with, the Closing, other than any such payment (i) payable pursuant to a Contract entered into at the request of the Acquirer, (ii) to the extent that the amount thereof is increased pursuant to the amendment to a Contract undertaken at the request of Acquirer or (iii) triggered by any action of Acquirer or the Company Group after the Closing; and (e) the employer portion of any payroll Taxes of any member of the Company Group or Acquirer arising from the payment of any amounts described in clauses (c) and (d), in each case ((a) through (e)), to the extent unpaid.

"***Transaction Tax Deductions***" means the aggregate amount of any Tax deductions relating to: (A) the payment prior to the Effective Time of any other costs or expenses incurred by any member of the Company Group in connection with the transactions contemplated hereby (including, for the avoidance of doubt, any amounts that would be Transaction Expenses but for the fact that they are not unpaid as of the Effective Time); and (B) any other items deductible for Tax purposes by any member of the Company Group and/or any of Subsidiaries of the Company Group attributable to the transactions contemplated hereby that are economically borne by the Seller; provided, that, with respect to success- based fees, seventy percent (70%) of success fees shall be treated as deductible in accordance with Revenue Procedure 2011-29, to the extent applicable.

"***Transactions***" means the transactions contemplated by the Transaction Documents, including the Pre-Closing Restructuring and the Mergers.

"***Transfer***" means to sell, convey, transfer, assign, novate, deliver, split or add or remove a party thereto.

"***Transition Services Agreement***" means the Transition Services Agreement to be entered into at the Closing, as may be mutually agreed upon in writing between the Parties pursuant to Section 5.14(a).

Index of Defined Terms.

1.2 Interpretation. Except where expressly stated otherwise in this Agreement, references:

(a) to the Recitals, Articles, Sections, Exhibits or Schedules are to a Recital, Article or Section of, or Exhibit or Schedule to, this Agreement; (b) to any agreement (including this Agreement) or Contract are to the agreement or Contract as amended, modified, supplemented or replaced from time to time in accordance with the terms thereof (provided, that this clause (b) shall not apply with respect to the representations and warranties of the Company set forth in Section 3.8(a)); (c) to any statute, rule or regulation shall be deemed to refer to such statute, rule or regulation as amended from time to time and to any rules or regulations promulgated thereunder; provided that for purposes of any representations and warranties contained in this Agreement that are made as of a specific date or dates, references to any statute, rule or regulation shall be deemed to refer to such statute, rule or regulation, as amended (and, in the case of statutes, any rules and regulations promulgated under such statutes), in each case, as of such date; (d) to any Person include any successor to that Person or permitted assigns of that Person; and (e) to this Agreement are to this Agreement and the Exhibits and Schedules to it, taken as a whole. The table of contents and headings contained herein are for reference purposes only and do not limit or otherwise affect any of the provisions of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." Whenever the words "herein" or "hereunder" or "hereof" and similar words are used in this Agreement, they shall be deemed to refer to this Agreement as a whole and not to any specific Section, unless otherwise indicated. The word "or" is used in the inclusive sense

(and/or). The use of "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and such phrase does not mean simply "if." The terms herein defined in the singular shall have a comparable meaning when used in the plural, and vice versa. References to "day" or "days" refer to calendar days. The masculine, feminine and neuter genders used herein shall include each other gender. The terms "dollars" and "$" means dollars of the United States of America. Any reference to "beneficial ownership", including "beneficial owner" and "beneficially owns," shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder.

ARTICLE 2 THE MERGERS

2.1 The Mergers.

(a) At the Effective Time, Merger Sub I shall merge with and into Holdco2. Following the Effective Time, the separate existence of Merger Sub I shall cease and Holdco2 shall continue as the surviving corporation of the First Merger (the "***Surviving Corporation***").

(b) At the Closing, the Parties shall cause the Certificate of Merger in the form of Exhibit C-1 (the "***First Certificate of Merger***") to be properly executed and filed with the Secretary of State of the State of Delaware and shall make all other filings or recordings required under the DGCL in order to give effect to the First Merger. The First Merger shall become effective on the date and time at which the First Certificate of Merger is accepted for filing by the Secretary of State of the State of Delaware on the Closing Date or at such later date or time as is agreed by Acquirer and Holdco2 and specified in the First Certificate of Merger (the time the First Merger becomes effective being referred to herein as the "***Effective Time***").

(c) The First Merger shall have the effects set forth in Section 251 of the DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all of the assets, properties, rights, privileges, powers and franchises Holdco2 and Merger Sub I shall vest in the Surviving Corporation and all Liabilities, obligations and duties of each of Holdco2 and Merger Sub I shall become the Liabilities, obligations and duties of the Surviving Corporation, in each case, in accordance with the DGCL.

(d) At the Effective Time:

(i) the Governing Documents of Merger Sub I shall be the Governing Documents of the Surviving Corporation, in each case, until thereafter changed or amended as provided therein or by applicable Law; and

(ii) the directors and officers of Merger Sub I immediately prior to the Effective Time shall be the initial directors and officers of the Surviving Corporation, each to hold office in accordance with the Governing Documents of the Surviving Corporation until such director's or officer's successor is duly elected or appointed and qualified, or until the earlier of their death, resignation or removal.

(e) Immediately following the First Merger, the Surviving Corporation shall be merged with and into Merger Sub II in accordance with the provisions of the DGCL and the Delaware Limited Liability Company Act. Merger Sub II shall be the surviving company resulting from the Second Merger (the "***Surviving Entity***") and shall continue its existence as a limited liability company under the laws of Delaware and succeed to and assume all the rights and obligations of the Surviving Corporation in accordance with the DGCL and the Delaware Limited Liability Company Act. Upon the consummation of

the Second Merger, the separate corporate existence of the Surviving Corporation shall terminate. The Second Merger shall (i) be consummated pursuant to the terms of this Agreement and (ii) become effective as of the date and time at which the Certificate of Merger attached hereto as Exhibit C-2 (the "***Second Certificate of Merger***") is accepted for filing by the Secretary of State of the State of Delaware on the Closing Date or at such later date or time specified in the Second Certificate of Merger (the time the Second Merger becomes effective being referred to herein as the "***Second Merger Effective Time***").

(f) At the Second Merger Effective Time, the Governing Documents of Merger Sub II shall be the Governing Documents of the Surviving Entity, in each case, until thereafter changed or amended as provided therein or by applicable Law.

2.2 Closing. The consummation of the Mergers (the "***Closing***") shall take place remotely by electronic exchange of documents and signatures at a date and time to be agreed by Acquirer and the Company, which date shall, unless otherwise agreed by Acquirer and the Company, be no later than the third Business Day following the date on which all of the conditions set forth in Article 6 have been satisfied or waived (other than those conditions that, by their terms, are intended to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions. The date on which the Closing occurs is sometimes referred to herein as the "***Closing Date***."

2.3 Closing Deliveries.

(a) Certain Deliverables. Not less than five days prior to the Closing Date, the Company shall deliver to Acquirer the Estimated Closing Statement, including supporting calculations and documentation for the estimates set forth therein.

(b) Company Group Closing Deliveries. At the Closing, the Company Group and Seller, as applicable, shall deliver or cause to be delivered to Acquirer each of the following:

(i) a certificate, dated as of the Closing Date and executed on behalf of Holdco2 by its Chief Executive Officer, to the effect that each of the conditions set forth in Section 6.3(a) and Section 6.3(d) have been satisfied;

(ii) a certificate, dated as of the Closing Date and executed on behalf of Holdco2 by its Secretary, certifying (A) the certificate of incorporation of Holdco2 (the "***Certificate of Incorporation***") in effect as of the Closing, (B) the bylaws of Holdco2 (the "***Bylaws***") in effect as of the Closing, and (C) the resolutions of the Holdco2 Board reflecting the Holdco2 Board Approval;

(iii) payoff letters or similar instruments in form and substance reasonably satisfactory to Acquirer with respect to all Closing Indebtedness for borrowed money (including, for the avoidance of doubt, under that certain Amended and Restated Credit Agreement, dated August 30, 2021, by and among BioReference Laboratories, Inc., certain of its subsidiaries, including the Company, and JPMorgan Chase Bank, N.A., only to the extent the Company Group and its assets have not been fully and irrevocably released from all obligations thereunder and any corresponding security interest arising thereunder has not been terminated prior to the Closing), which letters provide for the release of all Encumbrances relating to such Closing Indebtedness following satisfaction of the terms contained in such

payoff letters (including the payment in full and discharge of all principal and accrued but unpaid interest and any premiums or other fees payable in connection with such Closing Indebtedness);

(iv) invoices from each Person that is entitled to any Transaction Expenses at Closing reflecting the total amount of Transaction Expenses that has been incurred and remains payable to such Person as of the Closing;

(v) the Written Consent and Shareholder Agreement, in each case executed by Seller;

(vi) the Shareholder Agreement executed by each of the Lock-Up Holders;

(vii) the Escrow Agreement, executed by Seller;

(viii) unless Acquirer provides written notice to Holdco2 no later than three Business Days prior to the Closing Date to the contrary, a resignation letter reasonably satisfactory to Acquirer executed by each director and officer of each member of the Company Group in office immediately prior to the Closing, in each case, effective as of, and contingent upon, the Effective Time;

(ix) a certificate from the Secretary of State of the States of Delaware and each other state or other jurisdiction in which any member of the Company Group is organized, dated within three Business Days prior to the Closing Date, certifying that such member of the Company Group is in good standing and that all applicable franchise and similar Taxes and fees of the Company and each applicable Subsidiary of the Company through and including the Closing Date have been paid;

(x) an IRS Form W-9 (Request for Taxpayer Number and Certification), duly executed by Seller (provided, that, if Seller to provide such form, Acquirer's only recourse shall be to withhold applicable Taxes with respect to Seller's proceeds in accordance with Section 2.8;

(xi) the First Certificate of Merger, executed by Holdco2;

(xii) evidence reasonably satisfactory to Acquirer of receipt of all consents, approvals, novations, amendments and terminations set forth on Schedule 2.3(b)(xiv); and

(xiii) a USB drive (or similar device) containing a copy of the contents of the Data Room.

(c) Acquirer Closing Deliveries. At the Closing, Acquirer shall deliver or cause to be delivered to Seller each of the following:

(i) a certificate, dated as of the Closing Date and executed on behalf of Acquirer by its Chief Executive Officer, to the effect that each of the conditions set forth in Section 6.2(a) and Section 6.2(c) have been satisfied;

(ii) a certificate, dated as of the Closing Date and executed on behalf of Acquirer by its Secretary, certifying (A) the certificate of incorporation of Acquirer in effect as of the Closing, (B) the bylaws of Acquirer in effect as of the Closing, and (C) the resolutions of the Acquirer Board approving the Transactions;

(iii) each Ancillary Agreement to which any Acquirer Party is a party that has not previously been delivered to the Holdco2 and Seller, executed and delivered by each Acquirer Party that is a party thereto; and

(iv) the Merger Consideration, as set forth in and in accordance with Section 2.5(a)(i).

2.4 Effect on Holdco2 Common Stock.

(a) Treatment of Holdco2 Common Stock. Upon the terms and subject to the conditions set forth herein, including Section 2.5(b), Section 2.6, Section 2.7, Section 2.8 and Article 8, at

the Effective Time, by virtue of the First Merger and without any action on the part of any Party or any other Person, the shares of Holdco2 Common Stock issued and outstanding immediately prior to the Effective Time (other than Excluded Shares) shall be automatically converted into the right of Seller to receive: (A) the Merger Consideration and (B) if and only to the extent payable pursuant to Section 2.7, the Milestone Payments.

(b) Treasury Shares. At the Effective Time, all shares of Holdco2 Common Stock that are owned by the Company as treasury stock immediately prior to the Effective Time ("***Excluded Shares***") shall be cancelled and extinguished without any conversion thereof or payment of any cash or other property or consideration therefor and shall cease to exist.

(c) Treatment of Merger Sub I Capital Stock. At the Effective Time, by virtue of the First Merger and without any action on the part of Acquirer, Merger Sub I or any other Person, each share of capital stock of Merger Sub I that is issued and outstanding immediately prior to the Effective Time shall be converted into and become one share of common stock of the Surviving Corporation (and the shares of the Surviving Corporation into which the shares of Merger Sub I capital stock are so converted shall be the only shares of the Surviving Corporation's capital stock that are issued and outstanding immediately after the Effective Time). From and after the Effective Time, each certificate evidencing ownership of a number of shares of Merger Sub I capital stock will evidence ownership of such number of shares of common stock of the Surviving Corporation.

(d) Treatment of Merger Sub II Membership Interests. At the Second Merger Effective Time, by virtue of the Second Merger and without any action on the part of Acquirer, Merger Sub II or any other Person, each share of common stock of the Surviving Corporation that is issued and outstanding immediately prior to the Second Merger Effective Time shall be cancelled and extinguished without any conversion thereof. At the Second Merger Effective Time, each membership interest of Merger Sub II that is issued and outstanding immediately prior to the Second Merger Effective Time will constitute a membership interest of the Surviving Entity (and the membership interests of the Surviving Entity shall be the only membership interests of the Surviving Entity issued and outstanding immediately after the Second Merger Effective Time).

(e) Adjustments. In the event of any stock split, reverse stock split, stock dividend (including any dividend or distribution of securities convertible into capital stock), reorganization, reclassification, combination, recapitalization or other like change with respect to the Holdco2 Common Stock occurring after the Agreement Date and prior to the Effective Time, all references herein to specified numbers of shares of any class or series affected thereby, and all calculations provided for that are based upon numbers of shares of any class or series (or trading prices therefor) affected thereby, shall be equitably adjusted to the extent necessary to provide the parties the same economic effect as contemplated by this Agreement prior to such stock split, reverse stock split, stock dividend, reorganization, reclassification, combination, recapitalization or other like change.

(f) Fractional Shares. No fraction of a share of Acquirer Stock will be issued in connection with the Transactions and in lieu thereof Seller will receive from Acquirer, an amount of cash equal to the product (rounded upwards to the nearest whole cent) of such fraction of a share Seller would otherwise receive and the Share Value.

(g) No Interest. Notwithstanding anything to the contrary contained herein, no interest shall accumulate on any cash payable in connection with the consummation of the Transactions.

2.5 Payment Procedures.

(a) Payment; Release of Claims.

(i) On the Closing Date, Acquirer shall pay and issue, as applicable, the Merger Consideration to Seller, in accordance with the wire and delivery instructions delivered in writing to Acquirer by Seller no less than three (3) Business Days prior to the Closing, less the Escrow Amount. Notwithstanding anything herein to the contrary, (A) all cash payments made under this Agreement in respect of the Total Merger Consideration shall be made in U.S. dollars and (B) any shares of Acquirer

Stock issued by Acquirer in respect of the Total Merger Consideration shall be issued in the name of Seller.

(ii) Effective upon and only upon the consummation of the Closing, notwithstanding anything contained herein to the contrary, in consideration of the execution, delivery and performance by Acquirer, Merger Sub I and Merger Sub II of this Agreement, as of the Closing, Seller, on behalf of itself and its Affiliates (each, a "***Releasing Party***") hereby RELEASES, WAIVES, ACQUITS AND FOREVER DISCHARGES the Company Parties (each, a "***Released Party***"), from any and all Damages, liabilities, costs, expenses, claims, damages, actions, causes of action, or suits in law or equity, of whatever kind or nature that any Releasing Party ever had or may now have against any Released Party relating to the Company or its business and that have accrued or arisen prior to the Closing, including those based on any fact or circumstance arising from Seller's past or current ownership or alleged ownership, as applicable, of any Holdco2 Common Stock (including any claims relating to actual or alleged breaches of fiduciary or other duties by the Company's directors, officers or stockholders), whether based on Contract or any applicable Law (including tort, statute, local ordinance, regulation or any comparable law) in any jurisdiction, including under California Civil Code Section 1542, which provides that "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."; provided that nothing in the foregoing release shall or be deemed to release any rights or obligations of any Released Party or Releasing Party (i) for indemnification or contribution, in any Releasing Party's capacity as an officer or director of the Company, under the DGCL, Section 5.12(b) any indemnification agreements to which the Releasing Party and the Company are parties that have been Delivered to Acquirer prior to the Agreement Date or the Company's Governing Documents; (ii) for amounts owed pursuant to, or other rights and obligations set forth in, this Agreement and any Ancillary Agreement; or (iii) any claim based on fraud or any other matter that cannot be released as a matter of law.

(b) Escrow Account. Notwithstanding anything to the contrary in the other provisions of this Article 2, at Closing, Acquirer shall withhold the Escrow Amount from the Merger Consideration payable to Seller pursuant to Section 2.4(a) and Section 2.5. On the Closing Date, Acquirer shall deposit the Escrow Amount with PNC Bank, National Association, a national banking association (or, if PNC Bank is unable or unwilling to act, another comparable escrow agent (the "***Escrow Agent***"), to be held in the Escrow Account, which shall be governed by this Agreement and the escrow agreement in customary form to be mutually agreed by the Parties acting reasonably prior to the Closing (the "***Escrow Agreement***"). Neither the Escrow Account (including any portion thereof) nor any beneficial interest therein may be pledged, subjected to any Encumbrance, sold, assigned or transferred by Seller or be taken or reached by any legal or equitable process in satisfaction of any debt or other Liability of Seller, in each case prior to the distribution of the Escrow Account to Seller in accordance with the applicable terms of this Agreement,

except that Seller shall be entitled to assign Seller's rights to amounts held in the Escrow Account by operation of law.

2.6 Post-Closing Adjustment.

(a) Within 90 days after the Closing Date, Acquirer shall prepare and deliver, or cause to be prepared and delivered, to Seller a statement (the "***Closing Statement***"), setting forth its determination of the amount of Company Net Working Capital, prepared in accordance with the Company Net Working Capital Schedule (and any corresponding Closing Net Working Capital Shortfall or Closing Net Working Capital Surplus), Closing Indebtedness and Transaction Expenses that remained unpaid as of immediately prior to the Closing, and, based on the foregoing, its determination of the Cash Consideration, and the adjustment (if any) necessary to reconcile the amounts set forth in the Estimated Closing Statement to the Closing Statement in accordance with the terms and conditions of this Agreement. The Closing Statement shall be prepared in accordance with (i) the Accounting Standards and (ii) shall be based exclusively on the facts and circumstances as they shall have existed at the Measurement Time and shall exclude the effects of any event, act, information, decision, change in circumstances or similar development arising or occurring on (except with respect to Transaction

Expenses) or after the Closing Date. The post-Closing purchase price adjustment as set forth in this Section 2.6 is not intended to permit the introduction of different accounting methods, policies, practices, procedures, conventions, categorizations, definitions, principles, judgments, assumptions, techniques or estimation methods with respect to financial statements, their classification or presentation or otherwise (including with respect to the nature of accounts, level of reserves or level of accruals) from the Accounting Standards.

(b) Unless Seller notifies Acquirer in writing (a "***Notice of Objection***") within 45 days after Acquirer's delivery of the Closing Statement (such 45-day period, the "***Objection Period***") that Seller disagrees with the Closing Statement, specifying the nature and amount of any dispute as to Company Net Working Capital (and any corresponding Closing Net Working Capital Shortfall or Closing Net Working Capital Surplus), Closing Indebtedness and Transaction Expenses that remained unpaid as of immediately prior to the Closing, in each case as set forth in the Closing Statement (each, a "***Disputed Item***"), the Closing Statement and the determinations set forth therein shall be final, binding and conclusive on the Parties. Following the delivery of the Closing Statement and for purposes of Seller's review of the Closing Statement and preparation of any Notice of Objection, Acquirer shall afford Seller and its Representatives with reasonable access, during normal business hours and upon reasonable prior notice, to the personnel, properties, books and records of Acquirer and the Surviving Entity and to any other information reasonably requested for purposes of preparing and reviewing the calculations contemplated by this Section 2.6. Acquirer shall authorize its and the Surviving Entity's outside accountants to disclose to Seller and its Representatives work papers generated by such accountants in connection with preparing and reviewing the calculations specified in this Section 2.6; provided, that such accountants shall not be obligated to make any work papers available except in accordance with such accountants' disclosure procedures. Any Notice of Objection shall specify the basis for the objections set forth therein. Seller shall be deemed to have agreed with those items and amounts contained in the Closing Statement not disputed by Seller in a Notice of Objection.

(c) If Seller provides the Notice of Objection to Acquirer within the Objection Period, Seller and Acquirer shall, during the 30-day period following Acquirer's receipt of the Notice of Objection (such 30-day period, the "***Resolution Period***"), attempt in good faith to resolve each Disputed Item. During the Resolution Period, Seller shall afford Acquirer and its Representatives with reasonable access, during normal business hours and upon reasonable prior notice, to the personnel, properties, books and records of Seller and to any other information reasonably requested for purposes of preparing and reviewing the calculations contemplated by this Section 2.6. Seller shall authorize its outside accountants to disclose to Acquirer and its Representatives work papers generated by such accountants in connection with preparing

and reviewing the calculations specified in this Section 2.6; provided, that such accountants shall not be obligated to make any work papers available except in accordance with such accountants' disclosure procedures. If Seller and Acquirer are unable to resolve all of the Disputed Items within the Resolution Period (the "***Unresolved Items***"), the Unresolved Items shall be submitted to a nationally recognized independent valuation, accounting or specialty firm to be mutually agreed upon by Seller and Acquirer, which accounting firm shall not have worked with Seller, the Company or Acquirer or any of their respective Affiliates in the preceding 12 months (such agreed firm being the "***Independent Expert***"). The Independent Expert shall be engaged pursuant to an engagement letter among Seller, Acquirer and the Independent Expert on terms and conditions consistent with this Section 2.6(c). The Independent Expert shall be instructed, pursuant to such engagement letter, to act as an expert and not as an arbitrator and to resolve only the Unresolved Items and not to otherwise investigate any matter independently. Seller and Acquirer each agree to furnish to the Independent Expert reasonable access to such individuals and such information, books and records as may be reasonably required by the Independent Expert to make its final determination (and any such information, books and records shall be provided to the other such Party prior to its submission or presentation to the Independent Expert). Seller and Acquirer shall also instruct the Independent Expert to render its reasoned written decision as promptly as practicable but in no event later than thirty (30) days from the date that information related to the unresolved objections is presented to the Independent Expert by Seller and Acquirer. With respect to each Unresolved Item, such decision shall be made based on the terms and conditions of this Agreement and shall not be in excess of the higher, nor less than the lower, of the amounts advocated by Acquirer in the Closing Statement or Seller in the Notice of Objection with respect to such Unresolved Item. Except as Seller and Acquirer may otherwise agree, all communications between Seller and Acquirer or any of their respective

Representatives, on the one hand, and the Independent Expert, on the other hand, shall be in writing with copies simultaneously delivered to the other such Party. The resolution of Unresolved Items by the Independent Expert shall be final, binding and conclusive on the Parties (absent manifest error). All fees and expenses of the Independent Expert shall be borne on a proportionate basis by Acquirer, on the one hand, and Seller, on the other, based on the percentage which the portion of the contested amount not awarded in favor of Acquirer or Seller bears to the amount actually contested by such Person. For example, if Acquirer's calculations would have resulted in a $1,000,000 net payment to Acquirer, and Seller's calculations would have resulted in a $1,000,000 net payment to Seller and the Independent Expert's final determination as adopted pursuant to this Section 2.6(c) results in an aggregate net payment of $500,000 to Seller, then Acquirer, on the one hand, and Seller, on the other hand, shall pay 75% and 25%, respectively, of such fees and expenses.

(d) After the Cash Consideration has been finally determined in accordance with this Section 2.6 (the Cash Consideration as so determined being referred to herein as the "***Final Cash Consideration***"), the following payments shall be made on or prior to the third (3rd) Business Day immediately following such determination:

(i) If the Final Cash Consideration exceeds the Estimated Cash Consideration (the "***Excess Amount***"), then Acquirer shall pay, or cause to be paid, an amount in cash equal to the Excess Amount to Seller by wire transfer of immediately available funds to an account specified in writing by Seller; or

(ii) If the Estimated Cash Consideration exceeds the Final Cash Consideration (such excess, the "***Shortfall Amount***"), then Acquirer and Seller shall deliver joint written instructions to the Escrow Agent instructing the Escrow Agent to disburse to Acquirer, from the Escrow Account an amount in cash equal to the Shortfall Amount; provided, that, if the Shortfall Amount exceeds $2,500,000, then Acquirer may elect in writing to require that Seller pay, or cause to be paid, an amount in cash equal to the Shortfall Amount to Acquirer.

(e) For Tax purposes, any payments under this Section 2.6 shall be treated as an adjustment to the Merger Consideration.

2.7 Milestone Payments.

(a) Definitions.

(i) "***Acquirer Capital Stock***" means any and all shares, interests (including partnership interests), rights to purchase, warrants, options, participations or other equivalents of or interest in (however designated) equity of Acquirer, including Acquirer Stock and any preferred stock.

(ii) "***Acquirer Change in Control***" means the occurrence of any of the following events:

(i) any "person" (as such term is used in Sections 13(d)(3) of the Exchange Act), becomes the "beneficial owner" (as defined in Rules 13d 3 and 13d 5 under the Exchange Act), directly or indirectly, of more than 50% of the total voting power of the Acquirer Voting Stock ; provided that the consummation of any such transaction resulting in such person owning more than 50% of the total voting power of the Acquirer Voting Stock shall not be considered a Change of Control if (a) the Company becomes a direct or indirect wholly owned subsidiary of a holding company and (b) immediately following such transaction, (x) the direct or indirect holders of the Acquirer Voting Stock of the holding company are substantially the same as the holders of the Acquirer Voting Stock immediately prior to such transaction or (y) no person is the beneficial owner, directly or indirectly, of more than 50% of the Voting Stock of such holding company;

(ii) the adoption by the Board of Directors of a plan relating to the liquidation or dissolution of Acquirer; or

(iii) the merger or consolidation of Acquirer with or into another Person or the merger of another Person with or into Acquirer, or the sale of all or substantially all the

assets of Acquirer (determined on a consolidated basis) to another Person other than a transaction following which beneficial owners of securities that represented 100% of the Acquirer Voting Stock immediately prior to such transaction (or other securities into which such securities are converted as part of such merger or consolidation transaction) beneficially own directly or indirectly at least a majority of the voting power of the Voting Stock of the surviving Person or any direct or indirect parent company of the surviving Person in such merger or consolidation transaction immediately after such transaction.

(iii) "***Acquirer Voting Stock***" means all classes of Acquirer Capital Stock then outstanding and normally entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof.

(iv) "***Company Group Revenue***" means the Business' recorded net revenue related to laboratory services performed or test results reported in the applicable period (including international and decentralized net revenue), plus the Business' recorded net biopharma revenue generated from the Company Databases, calculated in accordance with the Accounting Standards utilized in the Financial Statements (consistently applied throughout the applicable period) and as set forth on the Milestone Financial Statements for such period, provided that Company Group Revenue shall be subject to adjustment based on information available following the expiration of the applicable period through the delivery of a Milestone Event Notice for the applicable period, including as applicable to the reconciliation of cash collected to revenue recognized.

(v) "***First Milestone Period***" means the period of time commencing on January 1, 2022 and ending at 11:59 p.m. Eastern time on December 31, 2022.

(vi) "***FY2022 Company Group Revenue***" means the Company Group Revenue for the First Milestone Period.

(vii) "***FY2023 Company Group Revenue***" means the Company Group Revenue for the Second Milestone Period.

(viii) "***Milestone Financial Statements***" means a report prepared by Acquirer reflecting the Company Group Revenue during the First Milestone Period and the Second Milestone Period, as applicable.

(ix) "***Second Milestone Period***" means the period of time commencing on January 1, 2023 and ending at 11:59 p.m. Eastern time on December 31, 2023.

(b) Milestone Events. With respect to each milestone event set forth in the table below (each, a "***Milestone Event***"), Acquirer shall pay the corresponding milestone payment set forth in the table below (each, a "***Milestone Payment***") following the first achievement of such milestone event by the Business, in each case subject to the terms and conditions set forth in this Section 2.7:

#	Milestone Event	Milestone Payment
1.	FY2022 Company Group Revenue equal to or above $163 million	$112.5 million
2.	FY2023 Company Group Revenue equal to or above $219 million	$37.5 million

Notwithstanding anything herein to the contrary, 80% of the Milestone Payment for the First Milestone Period or the Second Milestone Period, as applicable, shall become payable in respect of such period if the Company Group achieves 90% of the applicable Milestone Event revenue target for such period set forth in the table above, which amount will scale on a linear basis up to 100% of the applicable Milestone Payment at 100% of the applicable revenue target set forth in the table above. Solely for purposes of illustration: if the Business achieves Company Group Revenue of $154.85 million for the First Milestone

Period (i.e. 95% of target), then Acquirer shall pay to Seller a Milestone Payment equal to $101.25 million (i.e. 90% of the target Milestone Payment).

(c) Payment of Milestone Payments. On or prior to the later of (x) the thirtieth (30th) day immediately following Acquirer's receipt of its executed audit report from its independent registered public company accounting firm (or, if Acquirer is then not subject to the reporting requirements under Section 13(a) or 15(d) of the Exchange Act, its independent auditor) and (y) April 30th, for each of the fiscal years ending December 31, 2022 and December 31, 2023, Acquirer shall deliver to Seller a notice (a "***Milestone Event Notice***"), containing (i) the Milestone Financial Statements for the applicable period, (ii) a statement whether and to what extent a Milestone Event was achieved during such fiscal year, (iii) if greater than zero but less than the full amount of the Milestone Payment is payable in respect of the applicable period, Acquirer's calculation (in accordance with this Agreement) of the Milestone Payment due, (iv) the payment date for the applicable Milestone Payment, which will be within five (5) days of the date of such Milestone Event Notice (such date, the "***Milestone Payment Date***") and (v) the specific amounts of cash and shares of Acquirer Stock to be paid and issued, respectively, to Seller (in each case in accordance with the immediately succeeding sentence). Each Milestone Payment shall be satisfied through the payment and issuance of a combination of cash and shares of Acquirer Stock (valued at the Share Value), with such mix to be determined in Acquirer's sole discretion; provided that such allocation shall be determined such that the aggregate amount of cash included in the Total Merger Consideration remains consistent with the Intended Tax Treatment. The maximum aggregate amount of Milestone Payments that may become due and payable by Acquirer pursuant to this Section 2.7 will in no event exceed $150,000,000.

(d) Acknowledgments. Seller acknowledges and agrees that the Company Group Revenue levels for the Milestone Events shall not be construed as representing an estimate or projection of anticipated results or sales of any Company Products and that such Milestone Events are merely intended to define Acquirer's Milestone Payment obligations if such revenue levels are achieved. Seller further acknowledges and agrees that (i) nothing in this Section 2.7(d) is intended, or shall be construed, to require Acquirer to develop, commercialize or otherwise exploit a specific Company Product and (ii) nothing in this Section 2.7(d) is intended, or shall be construed, as restricting such business or imposing on Acquirer the duty to develop, commercialize or otherwise exploit any Company Product for which Milestone Payments are payable hereunder to the exclusion of, or in preference to, any other product or in any way other than in accordance with its normal commercial practices; provided that Acquirer will not, and cause its Subsidiaries not to, take any action in bad faith the purpose of which is to reduce or avoid payment of any Milestone Payment. Except as set forth in this Section 2.7(d), Acquirer shall have no other diligence obligations, express or implied, with respect to the Company Products.

(e) Milestone Payments Not a Security. The Parties acknowledge and agree, and acknowledge and agree, that (i) the right to receive any Milestone Payments is solely a contractual right and does not, in and of itself, constitute an equity ownership interest in Acquirer or any other Person, (ii) Seller has no rights as a security holder of Acquirer or any other Person merely as a result of their right to receive the Milestone Payments and (iii) no interest is payable as additional consideration with respect to any Milestone Payment.

(f) Acknowledgment. Each of the Company Parties and Seller acknowledges that (i) the Milestone Payments are subject to numerous factors outside the control of Acquirer, (ii) there is no assurance that any Milestone Event will be achieved, (iii) neither Acquirer nor its Affiliates owe, by virtue of their obligations under this Section 2.7, a fiduciary duty or any implied duties to Seller and (iv) the parties intend that the express provisions of this Agreement shall set forth the only obligations that apply to their relationship with respect to the Milestone Payments.

(g) Operation of the Company Group Following Closing Date. Following the Closing Date and through the end of the Second Milestone Period, Acquirer shall use its Commercially Reasonable Efforts to operate the Business in the Ordinary Course of Business and otherwise in accordance with the business plan and presumptions underlying the Pre-Closing Budget and provide the Business with capital to continue operations in the Ordinary Course of Business in order to achieve the Milestone Events. Acquirer shall not take any action in bad faith the purpose of which is to reduce or

avoid payment of any Milestone Payment. As used in this Section 2.7(g), "***Commercially Reasonable Efforts***" means carrying out those obligations and tasks that comprise a commercially reasonable level of effort and expenditure of capital and resources (including appropriate allocation of resources) that Acquirer in good faith in the exercise of its reasonable business judgment.

(h) Acceleration of Milestone Payment. Notwithstanding anything to the contrary contained herein: if both (x) an Acquirer Change in Control shall have occurred at any time on or prior to the end of the Second Milestone Period and (y) FY2022 Company Group Revenue is equal to or above $163 million, such that the full $112.5 million Milestone Payment is earned in respect of Milestone Event #1, then Milestone Event #2 shall automatically be deemed to have been achieved and Acquirer shall pay, or shall cause to be paid, to Seller the full $37.5 million Milestone Payment owing in respect of Milestone Event #2 on or prior to the later of (A) the third (3rd) Business Day immediately following such Acquirer Change in Control and (B) the Milestone Payment Date for Milestone Event #1. Upon such accelerated payment of the $37.5 million Milestone Payment owing in respect of Milestone Event #2 in accordance with this Section 2.7(h), Acquirer shall have no further obligations under this Section 2.7.

2.8 Withholding Rights. Notwithstanding anything herein to the contrary, each of Acquirer, Holdco2, the Company, the Surviving Entity and their respective agents shall be entitled to deduct and withhold from any consideration otherwise payable pursuant to this Agreement any amounts required to be deducted and withheld therefrom under applicable Law on account of Taxes ("***Applicable Withholding Law***"). Notwithstanding the foregoing, if a party paying consideration determines that an amount is required to be deducted and withheld with respect to any amounts payable, at least five (5) days prior to the date the applicable payment is scheduled to be made, the party making the payment shall provide the recipient with written notice of its intent to deduct and withhold, which notice shall include a copy of the calculation of the amount to be deducted and withheld and a reference to the applicable provision of Law pursuant to which such deduction and withholding is required, and the party making the payment shall reasonably cooperate with the recipient to eliminate or reduce the basis for and amount of such deduction or withholding (including providing the recipient with a reasonable opportunity to provide forms or other evidence that would exempt such amounts. from withholding). Amounts so deducted or withheld shall be treated for all purposes of this Agreement as having been paid hereunder to the Person in respect of which such withholding was made. Acquirer, Holdco2, the Company, the Surviving Entity or their respective paying agent, as applicable, shall timely remit any amounts withheld or deducted pursuant to this Section 2.8 to the applicable Tax Authority.

2.9 Dispute Resolution.

(a) In the event that Seller disputes (i) the purported occurrence or non-occurrence of any Milestone Event, (ii) the payment of any Milestone Payment, or (iii) any indemnification claim or setoff under Article 8 then Seller shall provide written notice to Acquirer (the "***Dispute Notice***") specifying the amount disputed and the basis for the dispute. Acquirer and Seller shall thereafter attempt to resolve the dispute as set forth in this Section 2.9(a).

(b) Seller and Acquirer shall attempt to resolve any dispute set forth in a Dispute Notice promptly by negotiation in good faith between an officer of Seller, on the one hand, and an officer of Acquirer, on the other, in each case who has authority to settle the dispute (subject to any limitations set by the board of directors or other governing body to which such officer reports). Each Party shall give the other Party involved written notice of any dispute not so resolved within thirty (30) days following Seller's delivery of the Dispute Notice. Within ten (10) Business Days following delivery of such notice, the Party receiving notice shall submit to the other a written response thereto. The notice and the response shall include: (i) a statement of each Party's position(s) regarding the matter(s) in dispute, and (ii) the name and title of the officer who will represent Seller and Acquirer and any other Person who will accompany that officer.

(c) Within ten (10) Business Days following delivery of a Dispute Notice, the designated officers of Acquirer and Seller shall meet at a mutually agreed time and place, and thereafter, as often as they reasonably deem necessary, to attempt to resolve the dispute. All negotiations conducted pursuant to this Section 2.9(a) (and any of the Parties' submissions in contemplation hereof) shall be kept

confidential by the Parties and shall be treated by the Parties and their representatives as compromise and settlement negotiations under the Federal Rules of Evidence and any similar state rules.

(d) If Seller and Acquirer are unable to resolve any dispute arising out of this Agreement in accordance with provisions (a), (b) and (c) of this Section 2.9 within thirty (30) days after delivery of any Dispute Notice, then, subject to Section 2.9(e), Acquirer and Seller shall be entitled to submit such dispute for final adjudication to the applicable court sitting in the State of Delaware in accordance with Section 9.4.

(e) Notwithstanding Section 2.9(d), any dispute with respect to (i) the purported occurrence or non-occurrence of any Milestone Event or (ii) the payment of any Milestone Payment that shall not have been resolved by Seller and Acquirer in accordance with provisions (a), (b) and (c) of this Section 2.9 within thirty (30) days after delivery of any Dispute Notice shall be submitted to the Independent Expert. The Independent Expert shall be engaged pursuant to an engagement letter among Seller, Acquirer and the Independent Expert on terms and conditions consistent with this Section 2.9(e). The Independent Expert shall be instructed, pursuant to such engagement letter, to act as an expert and not as an arbitrator and to resolve only the items contained in the applicable Dispute Notice that shall not have been resolved between Seller and the Acquirer (the "***Milestone Unresolved Items***") and not to otherwise investigate any matter independently. Seller and Acquirer each agree to furnish to the Independent Expert reasonable access to such individuals and such information, books and records as may be reasonably required by the Independent Expert to make its final determination (and any such information, books and records shall be provided to the other such Party prior to its submission or presentation to the Independent Expert). Seller and Acquirer shall also instruct the Independent Expert to render its reasoned written decision as promptly as practicable but in no event later than thirty (30) days from the date that information related to the unresolved objections is presented to the Independent Expert by Seller and Acquirer. With respect to each Milestone Unresolved Item, such decision shall be made based on the terms and conditions of this Agreement and shall not be in excess of the higher, nor less than the lower, of the amounts advocated by Acquirer in the Milestone Event Notice or Seller in the Dispute Notice with respect to such Milestone Unresolved Item. Except as Seller and Acquirer may otherwise agree, all communications between Seller and Acquirer or any of their respective Representatives, on the one hand, and the Independent Expert, on the other hand, shall be in writing with copies simultaneously delivered to the other such Party. The resolution of Milestone Unresolved Items by the Independent Expert shall be final, binding and conclusive on the Parties (absent manifest error). All fees and expenses of the Independent Expert shall be borne on a proportionate basis by Acquirer, on the one hand, and Seller, on the other, based on the percentage which the portion of the contested amount not awarded in favor of Acquirer or Seller bears to the amount actually contested by such Person.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF THE COMPANY PARTIES AND SELLER

Each of the Company Parties and Seller hereby represents and warrants to the Acquirer Parties as follows, with each such representation and warranty subject to the exceptions set forth in the Company Disclosure Schedules (it being understood that the Company Disclosure Schedules shall be arranged in sections corresponding to the sections and subsections contained in this Article 3, and no disclosure made in any particular section of the Company Disclosure Schedules shall be deemed to be made in any other section of the Company Disclosure Schedules unless expressly made therein (by cross- reference or otherwise) or to the extent it is reasonably apparent from a reading of the text of the disclosure that such disclosure is applicable to such other sections and subsections of the Company Disclosure Schedules).

3.1 Organization of Seller and the Company Group.

(a) Each Company Party is an entity duly organized and validly existing and in good standing under the Laws of the jurisdiction of its incorporation or formation with the requisite corporate power and corporate authority to conduct its business as it is presently being conducted, to own, lease or operate, as applicable, its assets and properties, and to perform all of its obligations under its Contracts. Each of the Company Parties is duly qualified to do business as a foreign entity and is duly qualified to do

business and in good standing (if such concept is applicable in the relevant jurisdiction) in each jurisdiction where the character of its assets and properties owned, leased or operated or the nature of its activities make such qualification necessary, except where the failure to be so qualified or in good standing would not have a Material Adverse Effect. Other than in connection with the Pre-Closing Restructuring, neither Seller nor any of the Company Parties has ever approved or commenced any Proceeding or made any election contemplating the dissolution or liquidation of any of the Company Parties or the winding up or cessation of the business or affairs of any of the Company Parties. Other than in connection with the Pre-Closing Restructuring, there are no entities that have been merged into or that otherwise are predecessors to any of the Company Parties. True, complete and correct copies of the Governing Documents of each of the Company Parties, as amended and in effect as of the Agreement Date, have been Delivered to Acquirer. No Company Party is in violation of its Governing Documents.

(b) Holdco2 has been organized solely for the purpose of entering into the Transaction Documents and the Ancillary Agreements to which it is a party and consummating the Pre-Closing Restructuring, the Mergers and the other Transactions, and has not engaged in any activities or business, other than those incident or related to or incurred in connection with its formation, the Pre-Closing Restructuring or the negotiation, preparation or execution of the Transaction Documents, the performance of its covenants or agreements in the Transaction Documents to which it is a party or any Ancillary Agreement or the consummation of the Transactions.

3.2 Subsidiaries.

(a) Each Subsidiary of Holdco2 and the Company is either a corporation or limited liability company duly organized and validly existing and in good standing under the Laws of the jurisdiction of its incorporation or formation with the requisite corporate power and corporate authority to conduct its business as it is presently being conducted, to own, lease or operate, as applicable, its assets and properties, and to perform all of its obligations under its Contracts. Each Subsidiary of Holdco2 and the Company is duly qualified to do business as a foreign corporation and is duly qualified to do business and in good standing (if such concept is applicable in the relevant jurisdiction) in each jurisdiction where the character of its assets and properties owned, leased or operated or the nature of its activities make such qualification necessary, except where the failure to be so qualified or in good standing would not have a Material Adverse Effect.

(b) Section 3.2(b) of the Company Disclosure Schedule accurately lists the equity interests, whether direct or indirect, held by each of Holdco2 and the Company in each of its Subsidiaries, including such ownership after giving effect to the Pre-Closing Restructuring (collectively, the "***Subsidiary Ownership Interests***"), as well as the names of any other Persons who hold equity interests in such Subsidiaries and the ownership interests held by any such Persons, including such ownership after giving effect to the Pre-Closing Restructuring. The Subsidiary Ownership Interests are (or will be at Closing) duly authorized, validly issued, fully paid and non-assessable and are free of any Encumbrances, outstanding subscriptions, preemptive rights or "put" or "call" rights created by statute, the Governing Documents of any Subsidiary of Holdco2 or the Company or any Contract to which any Subsidiary of Holdco2 or the Company is a party or by which such Subsidiary or any of its assets is bound. Other than the Subsidiary Ownership Interests, there are no options, warrants or rights of any kind to acquire securities or other ownership interests in any of the Subsidiaries of Holdco2 or the Company, or any interest convertible into or exchangeable or exercisable for, any equity or similar interest in, any of the Subsidiaries of Holdco2 or the Company.

(c) True, complete and correct copies of the Governing Documents of each Subsidiary of Holdco2 and the Company (as of the Agreement Date), as amended and in effect as of the Agreement

Date, have been Delivered to Acquirer. No such Subsidiary of Holdco2 or the Company is in violation of its Governing Documents.

(d) Section 3.2(d) of the Company Disclosure Schedule sets forth a true and complete list of all Contracts (x) to which Detect Genomix, Seller or any member of the Company Group is a party or by which any such party, or any of their respective assets, is bound and (y) that pertain to Detect Genomix and the operation of its business. Detect Genomix has not engaged in any activities or

business, other than those incident or related to or incurred in connection with its formation or the negotiation, preparation or execution of the Contracts set forth on Section 3.2(c) of the Company Disclosure Schedule.

3.3 Authorization.

(a) Each of the Company Parties and Seller has all requisite corporate power and authority, and has taken all corporate action necessary, to execute, deliver and perform its obligations under the Transaction Documents and to consummate the Transactions. Each of the Seller Board and the Holdco2 Board, at a meeting duly called and held at which all directors were present, duly and unanimously adopted resolutions (i) approving and declaring advisable this Agreement, the Ancillary Agreements, the Mergers and the other transactions contemplated hereby and thereby, (ii) determining that the Merger Consideration is fair to the sole stockholder of Holdco2 and declaring that this Agreement, the Ancillary Agreements, the Merger and the other Transactions are in the best interests of Holdco2's stockholder, (iii) adopting this Agreement and the Ancillary Agreements, (iv) authorizing Seller and Holdco2 to enter into this Agreement and to consummate the Mergers and the other Transactions, on the terms and subject to the conditions set forth in this Agreement and the Ancillary Agreements, (v) in the case of the Holdco2 Board, (A) directing that the Mergers and this Agreement and the Ancillary Agreements be submitted to the stockholder of Holdco2 for a vote for adopting this Agreement and the Ancillary Agreements and approving the Mergers and (B) recommending that the Holdco2 stockholder votes to approve and adopt this Agreement and the Ancillary Agreements and approve the Merger and (vi) in the case of the Seller Board, authorizing Seller as the sole stockholder of Holdco2 to vote for the adoption of this Agreement and the Ancillary Agreements and approval of the Mergers (the "***Holdco2 Board Approval***" and the "***Seller Board Approval***"). No Takeover Statute or similar statute or regulation applies or purports to apply to the Company with respect to the Mergers, this Agreement or any other Transaction. This Agreement and the Ancillary Agreements to which the Company Parties or Seller is a party have been duly executed and delivered by the Company Parties and Seller, as applicable, and, assuming the due authorization, execution and delivery hereof and thereof by the other parties hereto and thereto, constitute the legal, valid and binding obligations of the Company Parties and Seller, as applicable, enforceable against the Company Parties and Seller, as applicable, in accordance with their respective terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights generally and by general principles of equity, regardless of whether enforcement is sought in a Proceeding at law or in equity (the "***Enforceability Exceptions***").

(b) The only vote of holders of any class or series of Holdco2 Common Stock or other equity securities necessary to approve and adopt this Agreement, the Ancillary Agreements, the Merger and the other transactions contemplated hereby and thereby is the affirmative vote of Seller (the "***Holdco2 Stockholder Approval***"). No vote of the holders of any class or series of capital stock of Seller is necessary to approve and adopt this Agreement, the Ancillary Agreements, the Merger and the other Transactions.

3.4 Capitalization.

(a) The total number of authorized, issued and outstanding shares of capital stock of Holdco2 consists of 1,000 shares of Holdco2 Common Stock, all of which are issued and outstanding as of the Agreement Date. The total number of authorized, issued and outstanding shares of capital stock of the

Company consists of 100 shares of common stock, par value $0.01, of the Company, all of which are issued and outstanding as of the Agreement Date. As of the Agreement Date, BioReference owns all right, title and interest in and to, all of the shares of outstanding capital stock of the Company free and clear of all Encumbrances. As of the Closing, Holdco2 will own all right, title and interest in and to, all of the shares of outstanding capital stock or other equity interests of the Company free and clear of all Encumbrances. There are no other issued and outstanding shares of capital stock or other securities of Holdco2 and no outstanding commitments or Contracts to issue any shares of capital stock or other securities of Holdco2.

(b) (i) There are no preemptive or other outstanding rights, options, warrants, conversion rights, stock appreciation rights, redemption rights, repurchase rights, Contracts or securities under which Seller or Holdco2 is or may become obligated to issue or sell, or giving any Person a right to subscribe for or acquire any shares of the capital stock or other voting securities of Holdco2 or the Company and (ii) the outstanding capital stock or other voting securities of each of Holdco2 and the Company is not subject to any voting trust agreement or other Contract restricting the voting, dividend rights or disposition of such capital stock or other voting securities of Holdco2 or the Company, as applicable, except in each case as set forth in this Agreement.

3.5 Title to and Sufficiency of Real and Tangible Properties and Assets.

(a) Each member of the Company Group has good, valid and marketable title to or, in the case of leased tangible property assets and tangible properties or assets held under license, a good and valid leasehold or license interest in, all of their respective material tangible properties and assets. Each member of the Company Group holds title to all material tangible property and assets which it purports to own, free and clear of any Encumbrances other than Permitted Encumbrances. The tangible assets and personal property owned or leased by the Company Group and currently being used in the Business are, in all material respects, in good operating condition and repair, normal wear and tear excepted, and are useable in the Ordinary Course of Business.

(b) The tangible assets and properties owned by or licenses entered into by the Company Group for same constitute all of the tangible assets and properties that are necessary to conduct and operate the Business as currently conducted by the Company Group as of the Agreement Date, without the material breach or violation of any Contracts. Except as set forth on Section 3.5(b) of the Company Disclosure Schedules, neither Seller nor its Affiliates (but excluding the members of the Company Group) own or license to the Company Group any tangible property that are necessary for the Company Group to conduct, operate or continue the conduct and operation of the Business. Except as set forth on Section 3.5(b) of the Company Disclosure Schedules, there are no Contracts to which members of the Company Group are not the sole counterparties (other than Third Parties) (i) from which the Business or any member of the Company Group generates any revenue, (ii) that are material to the Business, or (iii) that are primarily used by the Company Group or in the conduct of the Business (the Contracts under clause (i), "***Seller Revenue Contracts***" and the Contracts under clauses (i), (ii) or (iii), collectively, "***Seller Contracts***").

(c) Except as set forth in Section 3.5 of the Company Disclosure Schedules, no member of the Company Group owns or has ever owned, any real property or interest in real property. Section 3.5 of the Company Disclosure Schedules lists all interests in real property leased, subleased or otherwise used or occupied by a member of the Company Group (each, a "***Leased Property***"), including the address of the property and the name and address of the landlord. Holdco2 has Delivered complete copies of all documents in Holdco2's possession relating to the use or occupancy of such Leased Property, including all leases, subleases, offers to lease or agreements to lease, lease guarantees, tenant estoppels, subordinations, non-disturbance, operating agreements and attornment agreements (with any amendments or modifications related thereto, collectively, the "***Leases***"). With respect to the Leased Property, the applicable member of the Company Group has a valid leasehold interest in the leasehold estate relating thereto, free and clear of any Encumbrance, easement, covenant or other restriction applicable to such Leased Property which would reasonably be expected to materially impair the current uses or the occupancy by the applicable member of the Company Group of such Leased Property. No member of the Company Group has received written notice that it is in default of any of the Leases, nor has any member of the Company Group sent written notice to any other party to any of the Leases that such other party is in default thereof, in each case, except as would not reasonably be likely to result in material liability to such member of the Company Group.

3.6 Environmental Laws and Regulations. The Company Group and all facilities or real property currently owned, leased or operated by the Company Group, are now and, since such time as the Company Group has owned, leased or operated the facilities or real property, have been in compliance in all material respects with all applicable Environmental Laws. No member of the Company Group has, since the Company Group has owned, leased or operated the facilities or real property, received from any

Governmental Authority any notice or demand letter alleging that any member of the Company Group is in violation of any Environmental Law, and no member of the Company Group is subject to any Order of any Governmental Authority imposing liability or obligations relating to any Environmental Law. There has been no release by any member of the Company Group, or for which any member of the Company Group would reasonably be expected to be liable by Contract or by operation of Law, of any Hazardous Substance at, under, from or to any facility or real property currently or formerly owned, leased or operated by any member of the Company Group. No member of the Company Group has assumed, undertaken or otherwise become subject to any liability of another Person relating to Environmental Laws.

3.7 Absence of Certain Activities or Changes. Since June 30, 2021, (a) the Company Group has conducted its operations in the Ordinary Course of Business (except as required by any COVID-19 Response), (b) there has been no Material Adverse Effect, and (c) no member of the Company Group has taken any action which would require the consent of Acquirer pursuant to Section 5.1 if taken during the Pre-Closing Period.

3.8 Company Contracts.

(a) Section 3.8(a) of the Company Disclosure Schedules sets forth, as of the Agreement Date, a complete and correct list of each of the following Contracts: (x) which are Seller Contracts, (y) to which any member of the Company Group is a party or (z) by which any member of the Company Group's properties or assets are bound as of the Agreement Date:

(i) any customer, supplier or payor Contract under which a member of the Company Group has made or received payments in any calendar year period since January 1, 2019 that are material in amount, which for purposes of this subsection shall be supplier Contracts in an amount of $500,000 or more per year, customer Contracts in an amount of $400,000 or more per year or payer Contracts in an amount of $100,000 or more per year, which shall include the contracts identified in Section 3.8(a)(ii);

(ii) any Contract with a (A) Top Customer, (B) Top Supplier or (C) Top Payor;

(iii) any distributor, referral or similar agreement;

(iv) (A) any joint venture, partnership or limited liability company Contract, (B) any Contract that involves a sharing of revenues, profits, cash flows, expenses or losses with other Persons, (C) any Contract that involves the payment by any member of the Company Group of royalties to any other Person and (D) any Contracts providing for payment of amounts calculated based upon the revenues or income of any member of the Company Group, earnouts, milestones, royalties or contingent payments (I) by or (II) to any member of the Company Group;

(v) all material Contracts that relate to research, development, manufacturing and/or commercialization of Company Products other than Contracts with suppliers, payers, customers and distributors or referral or similar agreements;

(vi) any agreement or Contract providing for the payment of compensation or benefits (including any accelerated vesting) upon any termination of employment or service, or in connection with the Transactions, with any current or former employees under which any member of the Company Group has any actual or potential Liability;

(vii) any Contract (A) pursuant to which any other Person is granted exclusive rights or that requires any member of the Company Group to deal exclusively with any Persons, (B) containing a "most-favored-party," best pricing or other term or provision by which any Person is, or could become, entitled to any benefit, right or privilege which, under the terms of such Contract, must be at least as favorable to such Person as those offered to another Person, (C) that limits or would limit the freedom of any member of the Company Group or any of their successors or assigns or their respective Affiliates (including Acquirer, the Surviving Entity and their respective Affiliates after Closing) to engage or participate, or compete with any other Person, in any line of business, market or geographic area, or to make use of any Intellectual Property, (D) containing any "take or pay," minimum commitments or

similar provisions or provisions to purchase goods or services from a sole source other than reagent agreements entered into in the Ordinary Course of Business that include minimum purchase obligations solely as a condition to maintaining preferential pricing conditions for such reagent, (E) in which the any member of the Company Group grants rights of first refusal or first offer, right of negotiation or similar preferential rights to, any Person, or (F) that would, by its terms apply, or purport to apply, to the business of any acquirer of any member of the Company Group or the business of Acquirer following the Closing;

(viii) all Company IP Contracts (other than employee invention assignments on Company's form, Contracts that are Company IP Contracts solely because they contain licenses of Commercial Software, confidentiality obligations, licenses for feedback or incidental non-exclusive trademark licenses limited solely for the purpose of identifying the Company, any of its Subsidiaries or any counterparty as a participant in a health insurance program, a participating health insurer or service provider);

(ix) any and all Seller Contracts concerning Intellectual Property or IT Assets to which a member of the Company Group is a beneficiary or by which such member, or any of its properties or assets, may be bound, including, as applicable, all (i) licenses of Intellectual Property to any third party,
(ii) licenses of Intellectual Property by any third party, (iii) other Seller Contracts relating to the transfer, development, maintenance or use of Intellectual Property, including data, or IT Assets and (iv) consents, settlements, and Orders governing the use, validity or enforceability of Intellectual Property or IT Assets ("***Seller IP Contracts***"), other than Contracts that are Seller IP Contracts solely because they contain licenses of Commercial Software, confidentiality obligations, licenses for feedback, incidental non- exclusive trademark licenses solely for the purpose of identifying a member of the Company Group or any counterparty as a participant in a health insurance program, a participating health insurer or service provider;

(x) any Contract providing for the development of any software, technology or Intellectual Property, independently or jointly, either by or for a member of the Company Group (other than employee invention assignment agreements with employees of a member of the Company Group on the Company's or any Subsidiary of the Company's respective standard form of agreement, copies of which have been Delivered to Acquirer);

(xi) any confidentiality, secrecy or non-disclosure Contract other than any such Contract entered into by a member of the Company Group in the Ordinary Course of Business;

(xii) (A) any settlement agreement with respect to any Proceeding, (B) any settlement or similar Contract restricting in any respect the operations or conduct of the Business, as currently conducted or as proposed to be conducted, of a member of the Company Group (or the Acquirer or its Affiliates after the Closing), and (C) any settlement or similar Contract with a Governmental Authority;

(xiii) any Contract to which a member of the Company Group is a party or by which it or any of its properties or assets is bound as of the Agreement Date with any labor union or any collective bargaining agreement or similar Contract with its employees;

(xiv) any Contract related to Indebtedness;

(xv) any Contract to which a member of the Company Group is a party or by which it or any of its properties or assets is bound as of the Agreement Date for capital expenditures in excess of $150,000 individually or in the aggregate;

(xvi) any Contract pursuant to which a member of the Company Group is a lessor or lessee of any machinery, equipment, motor vehicles, office furniture, fixtures or other personal property involving expenditures in excess of $500,000 in any calendar year;

(xvii) any Contract pursuant to which a member of the Company Group has acquired a business or entity, or substantially all of the assets of a business or entity, whether by way of merger, consolidation, purchase of stock, purchase of assets, license or otherwise, or any Contract

pursuant to which it has any equity or equity-linked interest or other material ownership interest in any other Person;

(xviii) all Contracts (i) that would require consent, (ii) that would require or permit a member of the Company Group (or any successor) or an acquirer of any member of the Company Group to make any payment to another Person, (iii) that would be subject to modification or termination
(iv) that contain any clause that would trigger adverse consequences for Acquirer, (v) pursuant to which rights of any third party would be triggered or become exercisable, (vi) under which any other consequence, result or effect arises, in each case, by virtue of the change in control resulting from the completion of the Transactions, including the Pre-Closing Restructuring, or in connection with or as a result of the execution of this Agreement or the consummation of the Transactions, including the Pre-Closing Restructuring, either alone or in combination with any other event;

(xix) (A) any Contract to which a member of the Company Group is a party or by which it or any of its properties or assets is bound as of the Agreement Date with a Related Party, (B) any Contract for or relating to the employment or service of any member of the Company Group's employees with the title of Senior Director or any more senior title which is not terminable by the Company Group on less than 30 days' notice and without severance and (C) any other type of Contract with any member of the Company Group's employees with the title of Senior Director or any more senior title, except for Company Benefit Plans or Seller Benefit Plans applicable to Company Group employees;

(xx) any Contract providing for indemnification to any director, officer, member, manager, employee, trustee or fiduciary of the Company Group;

(xxi) any Contract with any Governmental Authority, including any Contract relating to the grant, incentive, benefit, qualification or subsidy from any Governmental Authority, any
Permit that is required for the conduct of the Business as currently conducted and as proposed to be conducted, or for a member of the Company Group holding of its assets, or any Contract with a government prime contractor, or higher-tier government subcontractor, including any indefinite delivery/indefinite quantity contract, firm-fixed-price contract, schedule contract, blanket purchase agreement, or task or delivery order (a "***Government Contract***");

(xxii) any Contract between any member of the Company Group on the one side and any of Seller or its Affiliates on the other side;

(xxiii) all Contracts with non-employee health care professionals who provide services to or on behalf of a member of the Company Group; and

(xxiv) all Company Data Agreements.

(b) All Contracts required to be listed in Section 3.8(a) of the Company Disclosure Schedules are referred to as the "***Company Contracts***." True, complete and correct copies of all written Company Contracts and summaries of all material oral Contracts that constitute Company Contracts, in each case, including all amendments thereto and waivers thereunder, have been Delivered to Acquirer.

(c) Each Company Contract is existing, in full force and effect and is legal, valid, binding and enforceable against the applicable member of the Company Group and, to the Knowledge of the Company, each other party thereto, in accordance with their respective terms except as enforcement may be limited by the Enforceability Exceptions. No member of the Company Group, and in the case of Seller Contracts, neither the Seller nor any of its Affiliates, shall be, as a result of the execution and delivery or effectiveness of this Agreement or the performance of Holdco2's obligations under this Agreement (including the Merger), and Company Group, in the case of Seller Contracts, Seller and its Affiliates, and, to the Knowledge of the Company, no other party is, in material Default under any Company Contract. No written notice of any claim of material Default under, or termination of, a Company Contract has been made or received by a member of the Company Group, Seller or Seller

Affiliate. No member of the Company Group, and in the case of Seller Contracts, neither the Seller nor any of its Affiliates, have waived any of its material rights under any Company Contract.

3.9 Noncontravention; Restrictions on Business.

(a) The execution, delivery and performance by the Company of and the Company's compliance with this Agreement and consummation by the Company of the Transactions do not and will not (i) violate the Governing Documents of any member of the Company Group, (ii) assuming any consents and approvals referred to in Section 3.9(b) are duly obtained, conflict with or constitute a material Default under any Laws, Orders or Permits applicable to a member of the Company Group or (iii) conflict with, give rise to or result in a material Default under any material Company Contract, other than those Contracts listed in Section 3.9(a) of the Company Disclosure Schedules, or result in the creation of any Encumbrance (other than a Permitted Encumbrance) on any of the properties, assets, Holdco2 Common Stock or other equity securities of the Company.

(b) Other than (x) the filing of the First Certificate of Merger and Second Certificate of Merger and (y) such filings and notifications as may be required to be made by the Company Group in connection with the Transactions under the HSR Act and other applicable Antitrust Laws and the expiration or early termination of the applicable waiting period under the HSR Act and other applicable Antitrust Laws, no consent, approval, Order or authorization of, or registration, declaration or filing with, any Governmental Authority or any other Person (including any Institutional Review Board, Privacy Board or Ethics Committee for any clinical trial being conducted by or on behalf of a member of the Company Group) is required to be made, obtained or given by a member of the Company Group in connection with the execution, delivery and performance by the Company of this Agreement or the consummation by the Company of the Transactions.

3.10 Financial Statements and Operating Budget.

(a) Seller has Delivered to Acquirer the unaudited consolidated financial statements of the Company for the fiscal years ended December 31, 2019 and 2020 (including, in each case, consolidated balance sheets, statements of operations and statements of cash flows, collectively, the "***Financial Statements***"), which are included on Section 3.10(a) of the Company Disclosure Schedules. The Financial Statements (i) are derived from and in accordance with the books and records of the Company, (ii) fairly present, in all material respects, the consolidated financial condition of the Company at the dates therein indicated and the consolidated results of operations and cash flows of the Company for the periods therein specified, and (iii) were prepared in accordance with the Accounting Standards applied on a consistent basis throughout the periods involved. When delivered to Acquirer, the Required Financial Statements (i) will be derived from and in accordance with the books and records of the Company, (ii) fairly present, in all material respects, the consolidated financial condition of the Company at the dates therein indicated and the consolidated results of operations and cash flows of the Company for the periods therein specified, and (iii) will be prepared in accordance with the Accounting Standards applied on a consistent basis throughout the periods involved, except, in the case of any unaudited interim financial statements, for the omission of footnotes and normal, immaterial year-end adjustments.

(b) Except as set forth in Section 3.10(b) of the Company Disclosure Schedules, no member of the Company Group has applied for or accepted any loan or other benefit made available by the CARES Act.

(c) Section 3.10(c) of the Company Disclosure Schedules sets forth a true, correct and complete list of all Indebtedness for borrowed money of the Company Group as of the Agreement Date, including, for each such item, the Contract governing such item and the interest rate, maturity date, any assets securing such instrument and any prepayment or other penalties payable in connection with the repayment of such instrument at the Closing.

(d) The Company Group has established and maintain a system of internal accounting controls sufficient to provide reasonable assurances (i) that transactions, receipts and expenditures of the Company Group are being executed and made only in accordance with appropriate

authorizations of management and the applicable board of directors and (ii) that transactions are recorded as necessary to permit preparation of financial statements in conformity with the Accounting Standards. No member of the Company Group or, to the Knowledge of the Company, its independent auditors or any current employee, consultant or director of a member of the Company Group has identified or been made aware of any fraud, whether or not material, that involves a member of the Company Group's management or other current or former employees, consultants or directors of any member of the Company Group who have a role in the preparation of financial statements or the internal accounting controls utilized by the Company Group, or any claim or allegation regarding any of the foregoing. No member of the Company Group has received and the Company has no Knowledge of any material written complaint, allegation, assertion or claim, in each case, regarding deficient accounting or auditing practices, procedures, methodologies or methods of the Company Group or its internal accounting controls or any material inaccuracy in the financial statements of the Company Group. There are no significant deficiencies or material weaknesses in the design or operation of the Company Group's internal controls that would reasonably be expected to adversely affect the Company Group's ability to record, process, summarize and report financial data. There has been no change in the Company Group's accounting policies since January 1, 2017, except as described in the Financial Statements.

(e) Except as set forth in Section 3.10(e) of the Company Disclosure Schedules, the accounts receivable of the Company Group (collectively, the "***Accounts Receivable***") as reflected on the Company Balance Sheet and as will be reflected in the Estimated Closing Statement arose in the Ordinary Course of Business and represent *bona fide* claims against debtors for sales and other charges, and have been collected or are collectible in the book amounts thereof within one-hundred and fifty (150) days following the applicable invoice date, less an amount not in excess of the allowance for doubtful accounts provided for in the Company Balance Sheet or in the Estimated Closing Statement, as the case may be. Allowances for doubtful accounts have been prepared in accordance with Accounting Standards consistently applied. To the Knowledge of the Company, none of the Accounts Receivable is subject to any claim of offset, recoupment, set-off or counter-claim. Except as set forth in Section 3.10(e) of the Company Disclosure Schedules, no Person has any Encumbrance on any Accounts Receivable, and no agreement for deduction or discount has been made with respect to any such Accounts Receivable. Section 3.10(e) of the Company Disclosure Schedule sets forth, as of the Agreement Date, an aging of the Accounts Receivable in the aggregate.

3.11 Liabilities. The Company Group does not have any Liabilities of any nature other than (a) those set forth or adequately provided for in the balance sheet included in the Financial Statements as of September 30, 2021 (such date, the "***Company Balance Sheet Date***" and such balance sheet, the "***Company Balance Sheet***"), (b) those incurred in the conduct of the Company's business since the Company Balance Sheet Date in the Ordinary Course of Business and do not result from any material breach of Contract or violation of Law and (c) those incurred by the Company Group in connection with the execution of this Agreement. Except for Liabilities reflected in the Financial Statements, no member of the Company Group has any material off-balance sheet Liability of any nature to any Third Parties or entities, the purpose or effect of which is to defer, postpone, reduce or otherwise avoid or adjust the recording of expenses incurred by the Company Group. All reserves that are set forth in or reflected in the Company Balance Sheet have been established in accordance with the Accounting Standards consistently applied. Without limiting the generality of the foregoing, no member of the Company Group currently guarantees any debt or other obligation of any other Person.

3.12 Taxes. Except as provided in Section 3.12 of the Company Disclosure Schedules:

(a) Each member of the Company Group, and any consolidated, combined, unitary or aggregate group composed of members of the Company Group for Tax purposes, has timely filed all federal income Tax Returns and other material Tax Returns it is required to have filed. All Tax Returns filed by or with respect to any member of the Company Group are accurate, complete and correct in all material respects.

(b) Each member of the Company Group has paid in full all material Taxes required to have been paid. All Taxes due in connection with the operations of each member of the Company Group until the Closing Date have been paid in full. No member of the Company Group has any Liability for Taxes in excess of the amounts so paid, except for Taxes which are not yet due and

payable or Taxes of other members of the Parent Group which shall be paid by other members of the Parent Group.

(c) The Company Balance Sheet reflects all Liabilities for unpaid Taxes of the Company Group for periods (or portions of periods) through the Company Balance Sheet Date, except for Taxes of other members of the Parent Group which shall be paid by other members of the Parent Group. The Company Group does not have any Liability for unpaid Taxes accruing after the Company Balance Sheet Date except for Taxes arising in the Ordinary Course of Business subsequent to the Company Balance Sheet Date and Taxes of other members of the Parent Group which shall be paid by other members of the Parent Group. The Company Group has no Liability for Pre-Closing Taxes that is not included in the calculation of Closing Indebtedness except for Taxes of other members of the Parent Group which shall be paid by other members of the Parent Group.

(d) Within the last five (5) years, no claim has been made by any Governmental Authority in any jurisdiction where a member of the Company Group does not file Tax Returns that such member is or may be subject to Tax by that jurisdiction.

(e) Section 3.12(e) of the Company Disclosure Schedules sets forth a complete and accurate listing of (i) all types of Taxes paid, and all types of Tax Returns filed, by or on behalf of each member of the Company Group and (ii) all of the jurisdictions in which each member of the Company Group files such Tax Returns.

(f) No extensions or waivers of statutes of limitations with respect to the Tax Returns have been given by or requested from the Company or any of its Subsidiaries (except for extensions to file Tax Returns that are granted automatically under applicable Law).

(g) There is (i) no past or pending audit of, or Tax controversy associated with, any Tax Return of a member of the Company Group that has been or is being conducted by a Tax Authority which has not been fully settled or resolved and (ii) no other procedure, proceeding or contest of any refund or deficiency in respect of Taxes pending or on appeal with any Governmental Authority.

(h) All deficiencies asserted or assessments made against any member of the Company Group as a result of any examinations by any Tax Authority have been fully paid.

(i) There are no Encumbrances for Taxes upon the assets of any member of the Company Group other than Encumbrances arising by operation of Law for Taxes not yet due and payable.

(j) The Company Group has collected and remitted all sales, use, value added, ad valorem, personal property and similar Taxes ("***Sales Taxes***") with respect to sales made or services provided and, for all sales or provision of services that are exempt from Sales Taxes and that were made without charging or remitting Sales Taxes, the Company Group has received and retained any required Tax exemption certificates or other documentation qualifying such sale or provision of services as exempt.

(k) Except as provided in Section 3.12(k) of the Company Disclosure Schedules, no member of the Company Group is party to or bound by any Tax indemnity, Tax sharing, Tax allocation or similar agreement, and no member of the Company Group has any Liability or potential Liability to any Third Party under any such agreement.

(l) No member of the Company Group is party to and has not requested any closing agreement (as described in Section 7121 of the Code or any corresponding, analogous, or similar provision under any state, local or foreign Law related to Taxes), offer in compromise, technical advice memoranda, private letter ruling or other similar agreement with any Tax Authority.

(m) No member of the Company Group has ever entered into any "listed transaction" as defined in Treasury Regulations Section 1.6011-4(b) or any similar provision under state, local or foreign law. Each member of the Company Group has disclosed on its U.S. federal income Tax Returns all positions taken therein that could give rise to a "substantial understatement of income tax"

within the meaning of Section 6662 of the Code (or any comparable, analogous or similar provision under any state, local or foreign Law related to Taxes).

(n) HoldCo has (i) at all times since its formation been a "C corporation" within the meaning of Section 1361(a)(2) of the Code; (ii) except for being a member of the Parent Group, never been a member of an affiliated group of corporations, within the meaning of Section 1504 of the Code (or any predecessor provision or comparable provision of state, local or foreign Law), or a member of a combined, consolidated or unitary group for state, local or foreign Tax purposes; and (iii) except for Taxes of other members of the Parent Group which shall be paid by other members of the Parent Group, no Liability for Taxes of any Person under Treasury Regulations Section 1.1502-6 (or any corresponding provision of state, local or foreign Law related to income Taxes), as transferee or successor, by Contract or otherwise.

(o) No member of the Company Group has ever been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code.

(p) No member of the Company Group is a party to any joint venture, partnership or other arrangement or Contract that could reasonably be expected to be treated as a partnership for Tax purposes.

(q) Except as provided in Section 3.12(p) of the Company Disclosure Schedules, no member of the Company Group is a "United States shareholder" within the meaning of Section 951(b) of the Code with respect to any "controlled foreign corporation" within the meaning of Section 957(a) of the Code or "deferred foreign income corporation" within the meaning of Section 965(d)(1) of the Code. No member of the Company Group is subject to Tax in any jurisdiction other than the jurisdiction in which it is formed or organized by virtue of having employees, a permanent establishment or any other place of business in such jurisdiction.

(r) No member of the Company Group owns any equity interest in an entity that is or, at any time when the Company Group owned such interest, was treated as a passive foreign investment company within the meaning of Section 1297(a) of the Code with respect to such member of the Company Group.

(s) No member of the Company Group has ever been a "distributing corporation" or a "controlled corporation" in connection with a distribution described in Section 355 of the Code.

(t) Each member of the Company Group has withheld and paid all material Taxes required to be withheld in connection with any amounts paid or owing to any employee, creditor, independent contractor or other Third Party.

(u) No member of the Company Group (i) has agreed, or is required, to make any adjustment under Section 481(a) of the Code by reason of a change in accounting method or otherwise for a Pre-Closing Tax Period; (ii) has made an election, or is required, to treat any of its assets as owned by another Person pursuant to the provisions of former Section 168(f) of the Code or as tax-exempt bond financed property or tax-exempt use property within the meaning of Section 168 of the Code; (iii) has acquired, or owns, any assets that directly or indirectly secure any debt the interest on which is tax exempt under Section 103(a) of the Code; or (iv) has made any of the foregoing elections, or is required to apply any of the foregoing rules, under any comparable state or local Law related to Taxes.

(v) No member of the Company Group will be required to include in a Post-Closing Tax Period taxable income attributable to income that accrued (for purposes of financial statements) in a Pre-Closing Tax Period but was not recognized for Tax purposes in any Pre-Closing Tax Period as a result of (i) the installment method of accounting, the completed contract method of accounting, the long-term contract method of accounting, or the cash method of accounting, (ii) any prepaid amount received or paid in a Pre-Closing Tax Period, (iii) any deferred intercompany transaction in a Pre-Closing Tax Period or

excess loss account, (iv) a change in method of accounting or Section 481 of the Code in a Pre-Closing Tax Period, (v) except with respect to MGT Canada, any inclusion under Section 951(a) or Section 951A of the Code, (vi) any gain recognition agreement entered into in a Pre-Closing Tax Period, (vii) any

transaction under which previously utilized Tax losses or credits may be recaptured (including a dual consolidated loss or an excess loss account), (viii) Section 1400Z-2(a)(1)(A) of the Code, or (ix) any comparable provisions of state or local Tax law, domestic or foreign, or for any other reason. The Company Group has not made an election pursuant to Section 965(h) of the Code to pay the net tax liability under Section 965 of the Code in installments.

(w) No member of the Company Group has applied for and not yet received a ruling or determination from a Tax Authority regarding a past or prospective transaction.

(x) Each member of the Company Group has (i) to the extent deferred, properly complied in all respects with applicable Law in order to defer the amount of the employer's share of any "applicable employment taxes" under Section 2302 of the CARES Act, and (ii) to the extent applicable, eligible, and claimed, properly complied in all material respects with applicable Law and duly accounted for any available Tax credits under Sections 7001 through 7004 of the Families First Coronavirus Response Act and Section 2301 of the CARES Act, and (iii) not deferred any payroll Tax obligations (including those imposed by Sections 3101(a) and 3201 of the Code) (for example, by a failure to timely withhold, deposit or remit such amounts in accordance with the applicable provisions of the Code and the Treasury Regulations) pursuant to or in connection with any U.S. presidential memorandum or executive order, and (iv) not sought a PPP Loan.

(y) No event has occurred with respect to a Company Benefit Plan that would be treated by Section 409A(b) of the Code as a transfer of property for purposes of Section 83 of the Code. No member of the Company Group is under any obligation to gross up any Taxes under Section 409A of the Code**.**

(z) Except as set forth on Section 3.12(z) of the Company Disclosure Schedule, there is no agreement, plan, arrangement or other Contract covering any current or former employee or other service provider of a member of the Company Group to which a member of the Company Group or any of their ERISA Affiliate is a party or by which a member of the Company Group or any of its ERISA Affiliates or their assets are bound that, considered individually or considered collectively with any other such agreements, plans, arrangements or other Contracts, will, or would reasonably be expected to, as a result of the Transactions (whether alone or upon the occurrence of any additional or subsequent events), give rise directly or indirectly to the payment of any amount that would reasonably be expected to be non-deductible under Section 162 of the Code (or any corresponding or similar provision of state, local or foreign Tax law) or, disregarding any arrangements implemented by or at the direction of Acquirer, be characterized as a "parachute payment" within the meaning of Section 280G of the Code (or any corresponding or similar provision of state, local or foreign Tax law).

(aa) Notwithstanding anything to the contrary in this Agreement, (x) this Section 3.12 and Section 3.18 set forth the sole and exclusive representations and warranties regarding Tax matters of the Company Group, (y) Seller, members of the Company Group and their Affiliates are not making, and shall not be construed to have made, any representation or warranty as to the amount of, or Acquirer's or any other Person's ability to utilize, any net operating loss, tax credit, tax basis or other Tax attribute in any taxable period (or portion thereof) beginning after the Closing Date and (z) none of the representations in this Section 3.12 (except for subsections (l), (n), (t), (u) and (w) of this Section 3.12) may be relied upon or form a basis to claim indemnification for or relating to Taxes for any taxable period (or portion thereof) beginning after the Closing Date.

3.13 Compliance with Law.

(a) The operation of the business of each member of the Company Group has been conducted in material compliance with all Laws and Orders applicable to such member or its business and all Permits required for the operation of its business, properties and assets. Except as set forth in Section 3.13(a) of the Company Disclosure Schedule, no member of the Company Group has received any written notice to the effect that, or otherwise been advised in writing that it is not in material compliance with any such Laws, Orders or Permits.

(b) No member of the Company Group, nor any of the officers or directors of a member of the Company Group has, directly or indirectly, (i) taken any action in violation of any Law relating to anticorruption matters, including the FCPA, or (ii) offered, paid, given, promised to pay or give, or authorized the payment or gift of anything of value, directly or indirectly, to any Public Official, for purposes of (A) influencing any act or decision of any Public Official in his or her official capacity, (B) inducing such Public Official to do or fail to do any act in violation of his or her lawful duty, (C) securing any improper advantage or (D) inducing such Public Official to use his or her influence with a Governmental Authority, or commercial enterprise owned or controlled by any Governmental Authority (including state-owned or controlled veterinary or medical facilities), in order to assist the Company or any Person related to the Company, in obtaining or retaining business. None of the Representatives of the Company or any of its Subsidiaries are themselves Public Officials. There have been no false or fictitious entries made in the books or records of the Company or any of its Subsidiaries relating to any payment that the FCPA prohibits, and neither the Company nor any of its Subsidiaries has established or maintained a secret or unrecorded fund for use in making any such payments.

(c) No member of the Company Group, nor any of the officers or directors of a member of the Company Group has, directly or indirectly, taken any action in violation of any Law relating to export control, trade or economic sanctions, or antiboycott, in the U.S. or any other jurisdiction, including: the Arms Export Control Act (22 U.S.C.A. § 2278), the Export Administration Act (50 U.S.C. App. §§ 2401-2420), the International Traffic in Arms Regulations (22 C.F.R. 120-130), the Export Administration Regulations (15 C.F.R. 730 et seq.), the Office of Foreign Assets Control Regulations (31
C.F.R. Chapter V), the Customs Laws of the United States (19 U.S.C. § 1 et seq.), the International Emergency Economic Powers Act (50 U.S.C. § 1701-1706), the U.S. Commerce Department antiboycott regulations (15 C.F.R. 560), the U.S. Treasury Department antiboycott requirements (26 U.S.C. § 999), any other export control regulations issued by the agencies listed in Part 730 of the Export Administration Regulations, or any Law outside of the United States of a similar nature. No member of the Company Group or any of their respective Representatives is listed on the U.S. Office of Foreign Assets Control "Specifically Designated Nationals and Blocked Persons" or any other similar list.

3.14 Permits. Section 3.14 of the Company Disclosure Schedules sets forth a complete and correct list of all material Permits used by the Company Group in the operation of the Business, all of which are valid and in full force and effect. Complete and correct copies of such Permits have been Delivered to Acquirer. Each member of the Company Group has all Permits required in the operation of the Business, and such Permits are in full force and effect and are owned by the applicable member of the Company Group free and clear of all Encumbrances except Permitted Encumbrances, except for such Permits which the failure to hold would not be reasonably likely to be material to the applicable member of the Company Group. No member of the Company Group is in material Default, or has received any written notice of any claim of material Default, with respect to any such Permit. No suspension or cancellation of any such Permits is pending or, to the Company's Knowledge, threatened.

3.15 Regulatory Matters.

(a) Except as set forth in Section 3.15(a) of the Company Disclosure Schedules, each member of the Company Group is, and since inception each member of the Company Group has been, in material compliance with all applicable Health Care Laws. Except as set forth in Section 3.15(a) of the Company Disclosure Schedules, no member of the Company Group has received any notice or other communication from any Governmental Authority alleging any violation of any Health Care Law with respect to such activities. Except as set forth in Section 3.15(a) of the Company Disclosure Schedules, no member of the Company Group has received any notice or other written communication from any applicable Governmental Authority alleging any violation of any Health Care Law.

(b) Section 3.15(b) of the Company Disclosure Schedules sets forth a complete and correct list of all products that are being researched or under development by or on behalf of any member of the Company Group as of the Agreement Date. All Company Products are in material compliance with all applicable requirements under the Health Care Laws, including all requirements relating to research, storing, testing, record-keeping, reporting, import and export. Except as set forth in Section 3.15(b) of the Company Disclosure Schedules, no member of the Company Group has received

any notice or other communication from the FDA or any other Governmental Authority alleging any violation of such requirements.

(c) All studies performed in connection with or as the basis for any Regulatory Permit or Regulatory Approval required for any Company Product either (i) have been conducted in accordance, in all material respects, with applicable requirements or (ii) have employed in all material respects the procedures and controls generally used by qualified experts. No member of the Company Group has received any notice or other written communication from an applicable Governmental Authority requiring the termination or suspension or material modification of any study with respect to any Company Products. No member of the Company Group collected, maintained, altered, or reported data from any study performed in connection with or as the basis for any Regulatory Permit, Regulatory Approval required for the Company Products in a manner that, if such data were reported to the FDA or another Regulatory Authority, would be or would result in an untrue statement of material fact or fraudulent statement to the FDA or any other Regulatory Authority.

(d) All clinical trials conducted by or on behalf of any member of the Company Group have been conducted in compliance in all material respects with all applicable Laws. No clinical trial conducted by or on behalf of any member of the Company Group has been terminated or suspended prior to completion primarily for safety reasons. No applicable Governmental Authority, clinical investigator who has participated or is participating in, or Institutional Review Board that has or has had jurisdiction over, a clinical trial conducted by or on behalf of any member of the Company Group has commenced, or threatened to initiate, any action to place a clinical hold order on, or otherwise terminate, delay or suspend, any ongoing clinical investigation conducted by or on behalf of any member of the Company Group.

(e) Holdco2 has Delivered to Acquirer true, complete and correct copies of all material Regulatory Documentation in its possession or control related to the Company Products. Each applicable member of the Company Group has filed with the applicable Regulatory Authority all required filings. All such filings were in material compliance with all applicable Laws when filed, and no deficiencies have been asserted in writing by any applicable Regulatory Authority with respect to any such filings.

(f) The Company has no Knowledge of any fact that would reasonably be expected to materially impact, limit, or alter any existing Regulatory Permit or Regulatory Approval for any Company Product in any applicable jurisdiction.

(g) No member of the Company Group is a party to any corporate integrity agreement, deferred prosecution agreement, consent decree, settlement order or similar agreement with or imposed by any Governmental Authority, and no such action is pending as of the date hereof. No member of the Company Group is subject to any material enforcement, regulatory or administrative proceedings against or affecting the Company or any of its Subsidiaries relating to or arising under any Health Care Law and no such enforcement, regulatory or administrative proceeding has been threatened. No member of the Company Group has made and is not in the process of making any voluntary self-disclosure to any Governmental Program or Governmental Authority, including any voluntary self-disclosures to the Centers for Medicare & Medicaid Services ("***CMS***").

(h) All applications, information and other data and conclusions derived therefrom provided to an applicable Regulatory Authority with respect to the Company Products, when submitted by the applicable member of the Company Group, and to the Knowledge of the Company to a Regulatory Authority with respect to the Company Products, were true, complete, and correct in all material respects as of the date of submission by or on behalf of such member of the Company Group. No member of the Company Group: (i) has (A) been placed under or otherwise made subject to or (B) committed an act, made a statement, or failed to make a statement that, at the time such disclosure was made, would reasonably be expected to provide a basis for an applicable Governmental Authority to invoke its Application Integrity Policy "Fraud, Untrue Statements of Material Facts, Bribery, and Illegal Gratuities," set forth in 56 Fed. Reg. 46191 (September 10, 1991) or any similar policy; (ii) has been charged with or convicted of any criminal offense relating to the delivery of an item or service under any Governmental Program; (iii) has been subject to, or convicted of any crime or engaged in any conduct that would reasonably be expected to result in, disqualification, debarment, deregistration, exclusion, or suspension

from participation in any Governmental Program, or otherwise under 42 U.S.C. Section 1320a-7b(f), 21 U.S.C. Section 335a or any similar Law; (iv) has had a civil monetary penalty assessed against it, him or her under Section 1128A of the Social Security Act, codified at Title 42, Chapter 7, of the United States Code; (v) is currently listed on the United States General Services Administration published list of parties excluded from federal procurement programs and non-procurement programs; or (vi) to the Knowledge of the Company, is the target or subject of any current or potential investigation relating to any Governmental Program-related offense.

(i) Each member of the Company Group has operated and currently are in material compliance with the Clinical Laboratory Improvement Amendments of 1998 ("***CLIA***"), all applicable rules and regulations of all Governmental Authorities engaged in regulation of clinical laboratories or biohazardous materials, and all Regulatory Permits. No member of the Company Group has received written notice from any such governmental agencies or bodies requiring the termination, suspension, clinical hold or material modification of any tests, studies or trials conducted by or on behalf of any member of the Company Group. No suspension, revocation, termination, sanction, corrective action or limitation of any currently existing CLIA certification or accreditation of any member of the Company Group is pending or threatened. Section 3.15(i) of the Company Disclosure Schedules sets forth a complete and correct list of (i) all Regulatory Permits and Regulatory Approvals used in the operation of the Company Group's business or otherwise held by any member of the Company Group and (ii) all laboratory developed tests developed or offered by or on behalf of any member of the Company Group.

(j) (x) Each member of the Company Group has in effect all Regulatory Permits required by any applicable Regulatory Authority to permit the conduct of its business as currently conducted, (y) all of such Regulatory Permits and Regulatory Approvals are in full force and effect and (z) each member of the Company Group is in compliance with, and is not in default under, any such Regulatory Permit or Regulatory Authorization.

(k) Except as set forth on Section 3.15(k) of the Company Disclosure Schedules, no member of the Company Group has (i) received advance payments ("***Medicare Advance Payments***") from CMS pursuant to the Accelerated and Advance Payment Program (the "***Medicare Advance Payment Program***") or (ii) received proceeds from funds appropriated in the Public Health and Social Services Emergency Fund for relief under Division B of Public Law 116-127 ("***HHS Grants***"). Each member of the Company Group has deployed any such proceeds in compliance in all material respects with all applicable Laws governing the HHS Grants and have maintained accounting records associated with the HHS Grants in material compliance with all the terms and conditions of all applicable CARES Act relief programs.

3.16 Litigation. Except as set forth in Section 3.16 of the Company Disclosure Schedules, there is no, and since January 1, 2019 there has not been any, Proceeding (a) pending or, to the Company's Knowledge, threatened against or affecting any member of the Company Group or their business, (b) pending or, to the Company's Knowledge, threatened against any Person whose Liability any member of the Company Group has retained or assumed, either contractually or by operation of Law, or (c) pending or, to the Company's Knowledge, threatened against any stockholder, officer, director or employee of any member of the Company Group in connection with such stockholder's, officer's, director's or employee's relationship with, or actions taken on behalf of, such member of the Company Group. No member of the Company Group is a party to or named in, and none of its properties or assets are subject to, any Order.

3.17 Employment Matters.

(a) Section 3.17(a) of the Company Disclosure Schedules contains a complete and correct list of each employee of each member of the Company Group and each employee of Seller or any of its Subsidiaries who, as of the Agreement Date, is expected to become an employee of a member of the Company Group prior to the Closing Date (collectively, the "***In-Scope Employees***"), including for each such employee: name, job title, date of hire, work location and employee entity. As soon as practicable following the Agreement Date, the Company shall provide to Acquirer each In-Scope Employee's classification status under the Fair Labor Standards Act, full time or part time status and immigration status. Seller has provided to counsel to Acquirer, on an outside counsel only basis, a true and correct list of the following for each In-Scope Employee: annual base salary or wage, annual target incentive or

bonus compensation for the current fiscal year and the prior fiscal year, and accrued paid time off. To the Company's Knowledge, no Key Employee is a party to, or is otherwise bound by, any agreement or arrangement with any Third Party, including any confidentiality or non-competition agreement, that adversely affects or restricts the performance of such employee's duties for the applicable member of the Company Group. To the Company's Knowledge, no In-Scope Employee has provided written notice to terminate his or her relationship with his or her employing member of the Company Group. To the Company's Knowledge, each employee of each member of the Company Group is (i) a citizen or lawful permanent resident of the jurisdiction in which such employee resides, or (ii) an alien authorized to work in the jurisdiction in which such employee resides either specifically for the Company or for any other employer in such jurisdiction. Except as set forth in Section 3.17(a) of the Company Disclosure Schedules, each member of the Company Group has completed a Form I-9 (Employment Eligibility Verification) for each of their employees. No employee of any member of the Company Group has a principal place of employment outside the United States or is subject to the labor and employment laws of any country other than the United States. Except as set forth in Section 3.17(a) of the Company Disclosure Schedules, the employment of each of the employees of each member of the Company Group is "at will" and no member of the Company Group has any obligation to provide any particular form or period of notice prior to terminating the employment of any of its employees. As of the Agreement Date, no member of the Company Group has (i) entered into any Contract that obligates or purports to obligate Acquirer to make an offer of employment to any present or former employee or consultant of any member of the Company Group or (ii) promised or otherwise provided any assurances (contingent or otherwise) to any present or former employee or consultant of any member of the Company Group of any terms or conditions of employment with Acquirer following the Effective Time.

(b) No member of the Company Group has, and no member of the Company Group would reasonably be expected to have, any Liability with respect to any Taxes (or the withholding thereof) in connection with any independent contractor, consultant or other non-employee service provider of the Company Group (or who served in such capacity since January 1, 2017 (collectively, "***Contractors***")). To the Company's Knowledge, no Contractor is a party to, or is otherwise bound by, any agreement or arrangement with any Third Party, including any confidentiality or non-competition agreement, that in any way adversely affects or restricts the performance of such Contractor's duties for any member of the Company Group. No current Contractor used by any member of the Company Group has provided written notice to terminate his, her or its relationship with any member of the Company Group. Each member of the Company Group has properly classified each Contractor ever retained by the Company as an "independent contractor" pursuant to the Code and other applicable Laws.

(c) No member of the Company Group has, at any time, been a party to or had any obligations under a collective bargaining, works council or similar agreement, in each case in respect of the Business. No member of the Company Group has experienced at any time, nor to the Company's Knowledge, is there now threatened, any walkout, union activity, work stoppage, any effort to organize or other similar occurrence or any attempt to organize or represent the labor force of such member of the Company Group or strike. No union or other collective bargaining unit or employee organizing entity has been certified or recognized by a member of the Company Group as representing any of its employees.

(d) All members of the Company Group are in compliance in all material respects with all Laws relating to labor and employment, including with respect to employment practices, worker classification, wages and hours, duration of work, overtime, collective bargaining, discrimination, leaves of absence, immigration, civil rights, safety and health, workers' compensation, pay equity, the collection and payment of withholding and social security Taxes, and other employment-related Taxes. Each member of the Company Group has, or will have no later than the Closing Date, paid all accrued salaries, bonuses, commissions, wages, severance and accrued vacation pay of the employees due to be paid through the Closing Date. No member of the Company Group has committed any unfair labor practice in connection with the conduct of the Business. There are no Proceedings pending or, to the Company's Knowledge, threatened between any member of the Company Group, on the one hand, and any of such member's current employees or independent contractors or former employees or independent contractors, on the other. No review, complaint or Proceeding by any Governmental Authority or current or former employee or Contractor with respect to any member of the Company Group in relation to the employment or engagement of any individual is pending or, to the Company's Knowledge, threatened, nor has any

member of the Company Group received any notice from any Governmental Authority indicating an intention to conduct the same in the future. No member of the Company Group is liable for any payment to any trust or other fund or to any Governmental Authority, with respect to unemployment compensation benefits, social security or other benefits or obligations for employees (other than routine payments to be made in the normal course of business and consistently with past practice). No member of the Company Group has any obligations under COBRA with respect to any former employees or qualifying beneficiaries thereunder.

(e) The Company has Delivered to Acquirer true and correct copies of each of the following with respect to each member of the Company Group, in each case that are currently used in the Business and solely if the Company or such member of the Company Group has a standard form: (i) all forms of offer letters, (ii) all forms of employment agreements and severance agreements, (iii) all forms of services agreements and agreements with current consultants and/or advisory board members and (iv) all forms of confidentiality, non-competition or inventions agreements between current and former employees/consultants and the Company Group.

(f) In the past two years, (i) no member of the Company Group has effectuated a "plant closing" (as defined in the Worker Adjustment Retraining Notification Act of 1988, as amended (the "***WARN Act***")), or any similar state or local law, affecting any site of employment or one or more facilities or operating units within any site of employment or facility of its business, (ii) there has not occurred a "mass layoff" (as defined in the WARN Act) affecting any site of employment or facility of the Company or any of its Subsidiaries and (iii) no member of the Company Group has been affected by any transaction or engaged in layoffs or employment terminations sufficient in number to trigger application of any similar state, local or foreign law or regulation.

(g) No allegations of sexual harassment or sexual misconduct have been made to any member of the Company Group against any director, officer or other employee of any member of the Company Group and, to the Company's Knowledge, there have not been any such allegations. There are no disciplinary actions pending against any of the employees of any member of the Company Group.

3.18 Employee Benefit Plans.

(a) Section 3.18(a) of the Company Disclosure Schedules contains a complete and correct list, as of the date hereof, of each Benefit Plan maintained or sponsored by any member of the Company Group (each, a "***Company Benefit Plan***") and each Benefit Plan contributed to or required to be contributed to by a member of the Company Group, but which is not sponsored by a member of the Company Group (each, a " ***Seller Benefit Plan***" and collectively, the "***Seller Benefit Plans***"); provided, that Company Benefit Plans that are independent contractor agreements with independent contractors whose annual compensation is less than $100,000 are not required to be listed in Section 3.18(a) of the Company Disclosure Schedules. No Company Benefit Plan is subject to any Laws other than those of the United States or any state, county or municipality in the United States. No member of the Company Group has or would reasonably be expected to have any Liability under any Benefit Plan maintained, contributed to or required to be contributed to by any ERISA Affiliate of the Company or any of its Subsidiaries other than the Seller Benefit Plans.

(b) With respect to each Company Benefit Plan, the Company has Delivered to Acquirer an accurate and complete copy of: (i) the current plan document, as amended through the Agreement Date, or a written summary of any unwritten Company Benefit Plan, (ii) the current summary plan description (if required) and any material modifications thereto, (iii) any annual reports on Forms 5500 to the extent applicable, (iv) material contracts including trust agreements, insurance contracts, and administrative services agreements, (v) the most recent determination or opinion letters for any plan intended to be qualified under Section 401(a) of the Code and (vi) any material correspondence with the Department of Labor, Internal Revenue Service or any other Governmental Authority regarding the plan in the past twelve (12) months.

(c) On or prior to the Closing Date, each applicable member of the Company Group shall have made all contributions required to be made to or with respect to each Company Benefit Plan and each Seller Benefit Plan by the Company Group on or prior to the Closing Date or accrued any

such amounts in accordance with the past custom and practice of each member of the Company Group. No Company Benefit Plan is intended to include a Code Section 401(k) arrangement.

(d) There has been no amendment to, written interpretation or announcement (whether or not written) by the any member of the Company Group or any ERISA Affiliate relating to, or change in participation or coverage under, any Company Benefit Plan that would materially increase the expense of maintaining such Company Benefit Plan above the level of expense incurred with respect to such Company Benefit Plan for the most recent full fiscal year included in the Financial Statements.

(e) Each Company Benefit Plan has been, since January 1, 2017, in all material respects, established, maintained and administered in accordance with its terms and with all provisions of ERISA, the Code and other applicable Laws. No actions, investigations, suits or claims with respect to any Company Benefit Plan or, to the extent relating to the Company Group or any of their current and former employees, Seller Benefit Plan are pending or, to the Company's Knowledge, threatened, in each case excluding routine claims for benefits. No employee of any member of the Company Group is a "leased employee" within the meaning of Section 414(n) of the Code. The Company Group is in compliance in all material respects with the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010. With respect to each Company Benefit Plan in the past three (3) years, (i) no lien has been imposed under the Code, ERISA or any other applicable law, and (ii) no member of the Company Group has made any filing in respect of such Company Benefit Plan under the Employee Plans Compliance Resolution System, the Department of Labor Delinquent Filer Program or any other voluntary correction program. No Company Benefit Plan is sponsored by a human resources and benefits outsourcing entity or professional employer organization.

(f) Each Company Benefit Plan and Seller Benefit Plan that is intended to be qualified within the meaning of Section 401(a) of the Code is so qualified and has received a favorable determination letter from the IRS (or, if such plan is a prototype or volume submitter plan document, such prototype or volume submitter plan document has received a favorable opinion from the IRS that the form meets the tax qualification requirements and the applicable member of the Company Group or Parent Group is entitled to rely on such favorable opinion) to the effect that such Company Benefit Plan or Seller Benefit Plan satisfies the requirements of Section 401(a) of the Code in form and that its related trust is exempt from taxation under Section 501(a) of the Code.

(g) No member of the Company Group has any obligation to provide post-retirement or post-termination medical or life insurance benefits to any current or former employee, officer, Contractor, or director, or any dependent or beneficiary thereof, other than as required under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("***COBRA***") or similar state law for which the covered individual pays the full cost of coverage. There has been no "prohibited transaction" (within the meaning of Section 406 of ERISA and Section 4975 of the Code and not exempt under Section 408 of ERISA and regulatory guidance thereunder) with respect to any Company Benefit Plan. No member of the Company Group or any ERISA Affiliate is subject to Liability or penalty under Sections 4967 through 4980 of the Code or Title I of ERISA with respect to any Company Benefit Plans. No member of the Company Group or any of its ERISA Affiliates sponsors, maintains or contributes or is obligated to contribute to, or has incurred any liability with respect to any plan subject to Title IV of ERISA or Section 412 of the Code. No Company Benefit Plan is (i) any "multiemployer plan" within the meaning of Section 4001(a)(3) or 3(37) of ERISA, (ii) any "multiple employer plan" within the meaning of Section 4063 or 4064 of ERISA, (iii) any "multiple employer welfare arrangement" within the meaning of Section 3(40) of ERISA or (iv) any health or other welfare arrangement that is self-insured. No Company Benefit Plan is or has ever been, or currently funds or has ever been funded by, a "voluntary employees' beneficiary association" within the meaning of Section 501(c)(9) of the Code or other funding arrangement for the provision of welfare benefits. Each Company Benefit Plan that provides health, life or other welfare or welfare-type benefits is fully insured by a third-party insurance company. No member of the Company Group sponsors or maintains any self-funded employee benefit plans providing for health or welfare benefits, including any plan to which a stop-loss policy applies.

(h) Neither the execution and delivery of this Agreement nor the consummation of the Transactions will (either alone or in combination with another event): (i) result in any payment becoming due, or increase the amount of any compensation due, to any current or former employee or Contractor of a member of the Company Group; (ii) increase any benefits otherwise payable under any

Company Benefit Plan; (iii) result in the acceleration of the time of payment or vesting of any such compensation or benefits;

(iv) result in the triggering or imposition of any restrictions or limitations on the rights of the Company or any of its Subsidiaries to amend or terminate any Company Benefit Plan; or (v) entitle the recipient of any payment or benefit to receive a "gross up" payment for any income or other taxes that might be owed with respect to such payment or benefit.

3.19 Intellectual Property.

(a) Section 3.19(a) of the Company Disclosure Schedules accurately and completely sets forth as of the Agreement Date: all (i) Registered Company IP, (ii) material unregistered Trademarks included in the Company Owned IP, (iii) material Software included in the Company Owned IP, (v) other Company Owned IP that is material to the Company Group or its business as currently conducted other than Trade Secrets, and (v) Company IP that is licensed exclusively to a member of the Company Group. For each item of Registered Company IP, Section 3.19(a) of the Company Disclosure Schedules indicates, as applicable, the legal (and record) owner(s) thereof and, if jointly-owned, all joint-owners of such Intellectual Property, the countries and jurisdictions in which such Intellectual Property is registered or in which an application for the same has been filed, the registration or application number, the filing, registration, and expiration dates thereof (as applicable), in the case of unregistered Trademarks, countries of use and approximate dates of first use. All Registered Company IP is subsisting and in full force and effect and, except as set forth in Section 3.19(a) of the Company Disclosure Schedules, to the Knowledge of the Company, the registrations forming part of the Registered Company IP are valid and enforceable. The Company Group does not own any patents or patent applications and Seller and its Affiliates do not own or control any patents or patent applications relating to the Business. Section 3.19(a) of the Company Disclosure Schedules also accurately and completely sets forth as of the Agreement Date all Domain Names registered by or used or held for use for the Business by any member of the Company Group, Seller or any Seller Affiliate, including the applicable registrar and expiration date. All of the Domain Names listed in Section 3.19(a) of the Company Disclosure Schedules are registered solely by the applicable member of the Company Group and are active and all registration fees, renewals or other actions necessary on or before the Agreement Date to maintain such registrations active have been paid, filed and taken. All use of such Domain Names complies with and has complied in all material respects with all terms and conditions, terms of use, terms of service and other Contracts with the applicable registrar for such Domain Names.

(b) To the Knowledge of the Company, the Company Group has sufficient rights to use the Company IP and the Company IT Assets in the manner used by the Company Group in connection with the operation of its Business as currently conducted. The Company IP and Company IT Assets includes all material Intellectual Property and IT Assets, respectively, used or held for use in connection with the operation of the Business as currently conducted, and, to the Knowledge of the Company, there are no other items of Intellectual Property or IT Assets that are material to or necessary for the operation of the Company Group's Business as currently conducted, or for the continued operation of the Company Group's Business immediately after the Closing in substantially the same manner as currently conducted. Except as set forth in Section 3.19(b) of the Company Disclosure Schedules, the Company Group is the sole and exclusive owner of all right, title and interest in and to each item of Company Owned IP and each IT Asset owned or purported to be owned by the Company Group, free and clear of all Encumbrances and licenses other than Permitted Encumbrances, or any obligation to grant any of the foregoing. The Company Group has a license to use the Company Licensed IP in connection with the operation of its Business as currently conducted and proposed to be conducted, subject only to the terms of the applicable Company IP Contracts, and, to the Knowledge of the Company, such licenses are valid.

(c) Except as set forth on Section 3.19(c) of the Company Disclosure Schedules, no member of the Company Group has assigned, transferred, conveyed, or granted any license with respect to (other than licenses granted to Company Group customers in the Ordinary Course of Business), or authorized the retention of any rights in or joint ownership of, any Company Owned IP or any IT Asset

owned or purported to be owned by the Company Group or other Intellectual Property that would have been Company Owned IP or IT Asset owned by the Company Group but for such assignment, transfer, conveyance to third parties or, caused or permitted any Encumbrance to attach to any Company Owned IP

or IT Asset owned by the Company Group. Except as set forth on Section 3.19(c) of the Company Disclosure Schedule, no Person other than a member of the Company Group has any proprietary, commercial, joint ownership, royalty or other interest in the Company Owned IP or the goodwill, if any, associated therewith.

(d) No member of the Company Group has entered into any Contracts with any other Person (i) that materially limit or restrict use or require any payments for use of the Company Owned IP, the Company Licensed IP (other than the obligations or restrictions expressly contained in the agreement granting such member of the Company Group a license under such Intellectual Property) or Company Products by a member of the Company Group, (ii) pursuant to which any Person other than a member of the Company Group has been granted or retains the right to bring any infringement or other enforcement actions with respect to, or otherwise to enforce, any of the Company Owned IP, (iii) pursuant to which any Person has been granted or retains the right to defend any claim of infringement, misappropriation or other violation arising from the practice or other Exploitation of any of the Company Owned IP or pursuant to which any member of the Company Group expressly agrees to indemnify any Person against any such claim or pursuant to which any member of the Company Group has assumed any existing or potential Liability of another Person for any infringement, misappropriation or other violation of Intellectual Property or similar claim (other than indemnification obligations under Contracts with customers and service providers of the Company Group and Company IP Contracts entered into in the Ordinary Course of Business), or (iv) pursuant to which any Person has been granted or retains the right to control the prosecution of any applications or registrations for Company Owned IP.

(e) Except as set forth on Section 3.19(e) of the Company Disclosure Schedules, all necessary registration, maintenance and renewal fees and other payments that have become due in connection with the Registered Company IP have been timely paid in full, with the understanding that "timely" includes payment during a grace period, extension period, further processing period, reinstatement period, or any other time period, payment during which will not allow such Registered Company IP to lapse, be cancelled or otherwise be deemed abandoned or lost. All necessary documents, recordations, certificates and other materials in connection with Registered Company IP required to be filed on or before the Agreement Date have been timely filed with the relevant patent, copyright, trademark or other authorities in the United States or foreign jurisdictions, as the case may be, for the purposes of maintaining such Registered Company IP registered in such jurisdiction. Except as set forth on Section 3.19(e) of the Company Disclosure Schedules, there are no actions that must be taken by any member of the Company Group within ninety (90) days of the Agreement Date that, if not taken, will result in the loss or delay of any Registered Company IP, including the payment of any registration, maintenance or renewal fees or the filing of any responses to U.S. Patent and Trademark Office (or equivalent authority) actions, documents, applications or certificates for the purposes of obtaining, maintaining, perfecting or preserving or renewing any Registered Company IP.

(f) Except as set forth on Section 3.19(f) of the Company Disclosure Schedules, since January 1, 2017, no member of the Company Group is, or has been, subject to any proceeding or outstanding decree, Order, judgment, injunction, settlement, action, investigation, opposition, interference, reexamination, cancellation, lawsuit, hearing, investigation, complaint, arbitration, mediation, demand, inquiries or requests for documents or any other Intellectual Property dispute, disagreement, or claim, whether brought by a third party or by a member of the Company Group (including, with respect to Trademarks, invalidity, nullity, opposition, cancelation, concurrent use or similar proceeding), whether by subpoena or informal letter, or any Order restricting the any member of the Company Group's rights in, to and under any Company IP or Company Product, or the validity, enforceability, use, right to use, ownership, registration, right to register, priority, duration, scope or effectiveness of any Company IP or triggering any additional payment obligations with respect to any such Company IP (collectively, "***IP Dispute***"), nor has any IP Dispute been threatened against any member of the Company Group challenging the legality, validity, enforceability or ownership of any Company IP or Company Product. To the Knowledge of the Company, no circumstances or grounds exist that would give rise to an IP Dispute. Except as set forth on Section 3.19(f) of the Company Disclosure Schedules, no member of the Company Group has sent any notice of any IP Dispute.

(g) None of the Company Owned IP, or to the Knowledge of the Company, any Company Licensed IP, has been adjudged invalid or unenforceable, in whole or in part, and, except as set forth on Section 3.19(g) of the Company Disclosure Schedules, to the Knowledge of the Company, no facts or circumstances exist that would render any registrations forming part of the Registered Company IP invalid or unenforceable.

(h) Except as set forth in Section 3.19(h) of the Company Disclosure Schedules, in each case in which a member of the Company Group has acquired any material Intellectual Property that it purports to own from any Third Party (including any contractor or consultant) other than, in the case of Copyrights, by operation of law, such member of the Company Group obtained a written assignment, which, to the Knowledge of the Company, is valid and enforceable and sufficient to irrevocably transfer all of such Third Party's rights in such Intellectual Property to the member of the Company Group and, to the maximum extent provided for by, and in accordance with, applicable laws, for each registration or registration application for Intellectual Property assigned by a Third Party to a member of the Company Group, the applicable member of the Company Group has recorded each such assignment with the relevant Governmental Authority, including, as applicable, the U.S. Patent and Trademark Office, the U.S. Copyright Office, or their respective equivalents in any relevant foreign jurisdiction, as the case may be.

(i) The Company IT Assets perform in a manner that is sufficient for the Company Group to conduct its Business as currently conducted. The Company IT Assets have not materially malfunctioned or failed since January 1, 2017 and do not, to the Knowledge of the Company, contain any viruses, worms, trojan horses, bugs, faults or other devices, errors, contaminants or effects that (i) significantly disrupt or adversely affect the functionality of any Company IT Asset, except as disclosed in their documentation or (ii) enable or assist any Person to access without authorization any Company IT Asset. The Company Group has implemented commercially reasonable backup, security and disaster recovery technology consistent with current industry practices for comparable businesses and have taken commercially reasonable actions consistent with current industry practices for comparable businesses to protect the confidentiality, integrity and security of the Company IT Assets and all information and transactions stored or contained on Company IT Assets. To the Knowledge of the Company, no Person has gained unauthorized access to any Company IT Asset. Section 3.19(i) of the Company Disclosure Schedules sets forth an accurate and complete list and description of all material Company IT Assets other than licenses for Commercial Software. All Company IT Assets are (A) owned by a member of the Company Group, or (B) currently in the public domain or otherwise available to the Company Group without the approval or consent of any Person or (C) to the Knowledge of the Company, licensed or otherwise used by the Company Group pursuant to terms of valid, binding written agreements with third parties, or are provided by Seller or its Affiliates for use by the Company Group under a Seller IP Contract.

(j) Except as set forth in Section 3.19(j) of the Company Disclosure Schedules, no Public Software forms part of, is incorporated into or has been distributed, used or compiled with, in whole or in part, any Company Software or any Software included in the Company IT Assets that are distributed by the Company Group to Third Parties.

(k) Each member of the Company Group is in material compliance with the terms and conditions of all licenses for the Public Software that such member of the Company Group has licensed from a Third Party that forms part of, has been used in connection with the development of, is incorporated into used or compiled with, in whole or in part, any Company Software and any Software included in the Company IT Assets. Except as set forth in Section 3.19(k) of the Company Disclosure Schedules, the Company Group does not use, incorporate or distribute Public Software in a manner that, (A) requires or purports to require the licensing, disclosure or distribution of any source code (other than source code that is a part of such Public Software) of any Company Software or any Software included in the Company IT Assets or of Company Owned IP, to licensees or any other Person, (B) prohibits or limits the receipt of consideration in connection with licensing, sublicensing or distributing any Company Software or other Software included in the Company IT Assets, (C) except as specifically permitted by Law, allows any Person to decompile, disassemble or otherwise reverse-engineer any Company Software other Software included in the Company IT Assets or (D) requires the licensing of Company Software or any other Software included in the Company IT Assets to any other Person for the purpose of making derivative works.

(l) Each member of the Company Group, the Company Products, the operation of the Company's Business as currently conducted, and the use of the Company IP and Company IT Assets in connection the conduct of the Business as currently conducted, has not infringed, misappropriated or otherwise violated and will not infringe, misappropriate, or otherwise violate the Intellectual Property rights of any Third Party, Seller or its Affiliates, provided that the foregoing representation is made to the Knowledge of the Company with respect to Third Party Patents. There is no Proceeding pending, asserted or threatened against any member of the Company Group concerning any of the foregoing, nor, except as set forth in Section 3.19(l) of the Company Disclosure Schedules, has any member of the Company Group and, to the Knowledge of the Company, any licensor of any Company Licensed IP, since January 1, 2017, received any notification (including any invitation to take a license) that a license under any other Person's Intellectual Property is or may be required or alleging that the Company Group or such licensor (solely with respect to such Company Licensed IP) has infringed, misappropriated or otherwise violated any Person's Intellectual Property rights. The Company Group, Seller and its Affiliates are not aware of any facts or circumstances which could lead or give rise to any such claim or assertion of infringement, misappropriation or other violation of Intellectual Property. No Person is, to the Knowledge of the Company, engaging, or, except as set forth in Section 3.19(l) of the Company Disclosure Schedules, has engaged, in any activity that infringes, misappropriates or otherwise violates any Company IP, and there is no Proceeding pending, asserted or threatened by a member of the Company Group against any other Person concerning any of the foregoing. No member of the Company Group has received or requested any opinion of counsel, verbal or written, regarding the validity or enforceability of Company IP or any Intellectual Property of a Third Party or regarding the infringement of any Intellectual Property of any Third Party.

(m) To the Knowledge of the Company, no current or former Company Employee, consultant, advisor or independent contractor of any member of the Company Group is in default or breach of any term of any employment agreement, non-disclosure agreement, assignment of invention agreement or similar agreement relating to the protection, ownership, development, use or transfer of Company IP or any other Intellectual Property. Except as set forth in Section 3.19(m) of the Company Disclosure Schedules, the Company Group has obtained from all current and former Company Employees, consultants, advisors and independent contractors practice, creation or development of any Company Owned IP (any such Person, an "***Author***"), through a written assignment, unencumbered and unrestricted exclusive ownership of all right, title and interest in and to such Company Owned IP and the Company Group has obtained the waiver of all non-assignable rights from such Authors. To the Knowledge of the Company, none of the current or former Company Employees, consultants, advisors and independent contractors is or was, at the time services were provided to the Company Group party to any Contract with any Person other than a member of the Company Group which requires such Company Employee, consultant, advisor or

independent contractor to (i) assign any interest in any Intellectual Property that is used or held for use in the conduct of the business of the Company Group as it is currently conducted or proposed to be conducted by the Company Group, to any Person other than a member of the Company Group, or (ii) keep confidential any Trade Secrets of any Person other than a member of the Company Group.

(n) The Company Group has taken commercially reasonable steps to maintain the confidentiality and otherwise protect its rights in all Trade Secrets and other confidential or non-public information or data used or held for use in connection with the operation of the Business("***Confidential Information***"). To the Knowledge of the Company, all disclosure of Confidential Information by or on behalf of a member of the Company Group to any Third Party, including any Company Employee or other Person, has been subject to a binding obligation of confidentiality on the part of such Third Party and to the Knowledge of the Company, no such Third Party has breached such obligation. All use, disclosure or appropriation by or on behalf of a member of the Company Group of Confidential Information not owned a member of the Company Group has been in compliance with any applicable legal obligations of the Company Group to the owner of such Confidential Information. To the Knowledge of the Company: (i) no former or current Company Employee, consultant, advisor, independent contractor or agent of any member of the Company Group has misappropriated any Trade Secrets of any other Person in the course of performance as a former or current Company Employee, consultant, advisor, independent contractor or agent of any member of the Company Group and (ii) no Company Employee, independent contractor or agent of any member of the Company Group, is in default

or breach of any term of any Contract relating in any way to the protection, ownership, development, use or transfer of the Company IP or any other Intellectual Property.

(o) There are no Contracts pursuant to which (i) any member of the Company Group grants any Third Party, Seller or its Affiliates exclusive rights under any Company IP or (ii) any member of the Company Group grants to a Third Party, Seller or its Affiliates a right to grant sublicenses to Third Parties with respect to any Company Owned IP.

(p) Immediately following the Closing, the Company Group (including, as applicable, the Surviving Entity) will have all of the rights of the Company Group under the Company IP and the Company IP Contracts, and to use the Company IT Assets, to the same extent the applicable member of the Company Group would have had immediately prior to the Closing if the Transactions had not occurred, and without the payment of any additional amounts or consideration other than ongoing fees, royalties or payments that the Company would otherwise be required to pay. Except as set forth in Section 3.19(p) of the Company Disclosure Schedules, there are no royalties, honoraria, fees, milestone or other payments payable by any member of the Company Group to any Person (other than salaries payable to Company Employees not contingent on or related to use of their work product and fees payable under licenses for Commercial Software) as a result of the ownership, use, possession, license-in, license-out, sale, marketing, advertising or disposition of any Company IP by a member of the Company Group, and the execution and delivery of this Agreement and consummation of the Transactions will not result in any such royalties, honoraria, fees or other payments being payable by Acquirer, provided, however, that no representation is made with respect to any such payments becoming payable by Acquirer or its Affiliates based on the respective Contracts of Acquirer and its Affiliates (other than the Company Group) or other obligations or any acts or omissions to act by Acquirer or its Affiliates (other than the Company Group), and provided further that the foregoing representations are made to the Knowledge of the Company with respect to any payments required based on infringement of Third Party Patents. None of the execution and delivery of this Agreement, the consummation of the Transactions, or the performance by the Company Parties of their respective obligations hereunder will result in (i) any increase in or acceleration of royalties or other payments payable by a member of the Company Group, Acquirer or its Affiliates in respect of any Company IP; (ii) reduction of any royalties or other payments the Company Group, or Acquirer or any of its Affiliates would otherwise be entitled to in respect of any Company IP; (iii) the creation of any Encumbrance on any

Company Owned IP or Intellectual Property that is owned by or licensed to the Acquirer or any of its Affiliates prior to the Closing; (iv) Acquirer or any of its Affiliates being bound by or subject to any non- compete or licensing obligation, covenant not to sue or other restriction on the operation or scope of its business, or in the grant or obligation to grant by Acquirer, any of its Affiliates or the Company Group to any Person of any rights with respect to any Intellectual Property, which Acquirer or its Affiliates were not bound by or subject to prior to the Closing; (v) the modification, cancellation, termination, or suspension of any Company IP Contract; or (vi) the creation or enhancement of the right to do or cause any of the foregoing for any non-Company Group party to any such Contracts, except in each case arising from any Contract or other obligation or any acts or omissions to act of Acquirer or any of its Affiliates (other than the Company Group) and except, in each case, as may occur with respect to the modification or termination of a Seller Contract that is replaced by a new Company IP Contract entered into by the Company to replace a Seller Contract in accordance with Section 5.7(b),

(q) Except as set forth in Section 3.19(q) of the Company Disclosure Schedules, none of the Company Owned IP was developed by or on behalf of, or using grants or any other subsidies of, any Governmental Authority or any university, and no government funding, facilities, faculty or students of a university, college, other educational institution or research center was used in the development of Company Owned IP that has resulted in any such Governmental Authority or any university, faculty or students of a university, college, other educational institution or research center, or any other third party, to acquire or to have a right to acquire any right, title or interest in such Company Owned IP. To the Knowledge of the Company, no current or former Company Employee, consultant, advisor or independent contractor of a member of the Company Group, who was involved in, or who contributed to, the creation or development of any Company Owned IP, has performed services for a Governmental Authority, university, college, or other educational institution or research center during a period of time during which such employee, consultant or contractor was also performing services with respect to development of such Company Owned IP for the applicable member of the Company Group.

3.20 Privacy, Data and Data Security.

(a) The Company Group's data, privacy and security practices conform, and at all times have conformed, to all of the Company Privacy Commitments, Privacy Laws and Company Data Agreements in all material respects. The execution, delivery and performance of this Agreement will not cause, constitute, or result in a breach or violation of any Privacy Laws, Company Privacy Commitments, or any Company Data Agreements by the members of the Company Group, provided, however, that no representation is made with respect to any acts or omissions by Acquirer or its Affiliates (other than the Company Group) with respect to any Company Data. Copies of all current Company Privacy Policies have been Delivered to Acquirer and such copies are true, correct and complete. To the Knowledge of the Company, the Company Group has, and, except as may be affected by notices, consents, waivers or new Contracts described in Section 5.7, the Company Group will have, all rights and consents necessary to collect and Process all Company Data and confidential information collected and Processed by them in the Business of the Company Group. The Company Group is not subject to the European Union General Data Protection Regulation.

(b) The Company Group has established and maintains commercially reasonable technical, physical and organizational controls, policies, procedures, safeguards, measures and security systems, plans and technologies with respect to Processing and security of Personal Data required under applicable data security requirements under applicable Privacy Laws, Company Data Agreements and Company Privacy Commitments. The Company Group and, to the Knowledge of the Company, its data processors have taken commercially reasonable steps to ensure that all employees or other Persons with the right to access Company Data are under obligations of confidentiality with respect to such data.

(c) Except as set forth in Section 3.20(c) of the Company Disclosure Schedules, no member of the Company Group has received or become subject to and, to the Knowledge of the Company, there is no circumstance (including any circumstance arising as the result of an audit or inspection carried out by any Governmental Authority) that would reasonably be expected to give rise to, any Proceeding, Order, notice, communication, warrant, regulatory opinion, settlement, audit result or allegation from a Governmental Authority or any other Person: (i) alleging or confirming non-compliance with or breach of a relevant requirement of Privacy Laws or Company Privacy Commitments, (ii) requiring or requesting any member of the Company Group to amend, rectify, cease Processing, de-combine, permanently anonymize, block or delete any Company Data (other than pursuant to a valid data subject request in the ordinary course of business), (iii) permitting or mandating relevant Governmental Authorities to investigate, requisition information from, or enter the premises of, a member of the Company Group or (iv) claiming compensation from the Company Group based on a violation of Privacy Laws or Company Privacy Commitments or relating to the Company Group's Processing of Personal Data.

(d) Where any member of the Company Group uses a data processor other than Seller or its Affiliates to Process Personal Data, there is in existence a written Contract between the Company and each such data processor that complies with the requirements of all Privacy Laws and Company Privacy Commitments. To the Knowledge of the Company, the data processors of the Company Group are in material compliance with Privacy Laws and Company Privacy Commitments with respect to their Processing activities on behalf of the Company Group. To the Knowledge of the Company, such data processors have not breached any such Company Data Agreements pertaining to Personal Data Processed by such Persons on behalf of any member of the Company Group. True, correct and complete copies of all material Company Data Agreements have been Delivered to Acquirer. To the Knowledge of the Company, no member of the Company Group is under investigation by any Governmental Authority for a violation of HIPAA or applicable HIPAA regulations. Each applicable member of the Company Group has entered into "business associate contracts" whether as a "covered entity" or as a "business associate" (as described in 45 C.F.R. § 164.504(e)) to the extent required pursuant to HIPAA and in compliance with all applicable Privacy Laws and is not in breach of any business associate contract.

(e) Except as set forth in Section 3.20(e) of the Company Disclosure Schedules, to the Knowledge of the Company, no material breach (including as defined under 45 C.F.R. § 164.402), security incident (including as defined under 45 C.F.R. § 164.304), unauthorized access or violation of any data security policy in relation to Company Data, Company Databases, or Confidential Information

has occurred or is threatened, and there has been no actual or threatened unauthorized or illegal Processing of, or accidental or unlawful destruction, loss or alteration of, any Company Data. To the Knowledge of the Company, no circumstance has arisen in which: (A) applicable Laws (including Privacy Laws) would require the Company or any of its Subsidiaries to notify a Governmental Authority of a data security breach or security incident or (B) applicable guidance or codes of practice promulgated under applicable Laws (including Privacy Laws) would recommend any member of the Company Group to notify a Governmental Authority of a data security breach.

(f) To the Knowledge of the Company, the Company Group has valid and subsisting contractual rights to Process or have Processed for the Company Group all Company-Licensed Data and all Personal Data Processed by or for the Company Group in connection with the conduct of the Business in the manner that it is currently Processed.

(g) To the Knowledge of the Company, any Third Party who has provided Personal Data to a member of the Company Group has done so in compliance with applicable Privacy Laws, including providing notice and obtaining consent required under such applicable Privacy Laws.

(h) The Company Group owns all right, title and interest in and to each element of Company-Owned Data and Company Databases or otherwise has all rights, permissions, consents and authorizations required to Process such Company-Owned Data and the data in Company Databases in the Business in the manner currently Processed by the Company Group, all of which rights shall survive unchanged, and without any change in the terms and conditions under which the Company Group has such rights, following the execution and delivery of this Agreement and the consummation of the Transactions except as may be affected by notices, consents, waivers or new Contracts described in Section 5.7.

(i) Section 3.20(e) of the Company Disclosure Schedules sets forth a true, correct and complete list and description of Company Databases..

3.21 Transactions with Certain Persons. Except as set forth in Section 3.21(a)of the Company Disclosure Schedules, no Related Party has or has had at any time since January 1, 2019, either directly or indirectly, any material interest, financial or otherwise, in: (a) any Person which purchases from or sells, provides, licenses or furnishes to any member of the Company Group any goods, services property, technology, Intellectual Property or other property rights or (b) any Contract to which a member of the Company Group is a party. To the Company's Knowledge, no event has occurred that has resulted in, or would reasonably be expected to result in, any claim by any employee, officer, director, stockholder or agent of any member of the Company Group for indemnification or advancement of expenses related thereto pursuant to (i) the terms of the Governing Documents of any member of the Company Group, (ii) any indemnification agreement or other Contract between a member of the Company Group and any such employee, officer, director, stockholder or agent or (iii) any applicable Laws. No amounts are owed to or by a member of the Company Group to or from any Related Party except for compensation and reimbursement of expenses.

3.22 Insurance. Section 3.22 of the Company Disclosure Schedules sets forth a complete and correct list of all material insurance policies of the Company Group currently in force and effect. True, complete and correct copies of such insurance policies have been Delivered to Acquirer. Except as set forth in Section 3.22 of the Company Disclosure Schedules, there is no material claim pending under any such policies. All such insurance policies insure the applicable member of the Company Group in reasonably sufficient amounts against normal risks usually insured against by Persons operating similar businesses or properties of similar size in the localities where such businesses or properties are located, and are sufficient for compliance in all material respects with applicable Law and for compliance with applicable obligations under any material Contract of such member of the Company Group. No member of the Company Group has any self-insurance or co-insurance programs. All premiums due and payable under all such policies have been paid and no member of the Company Group is in material Default under any provision of any such insurance policy and no member of the Company Group has received any written notice of threatened termination, cancellation or nonrenewal of any such insurance.

3.23 No Brokers. Except as set forth in Section 3.23 of the Company Disclosure Schedules, no member of the Company Group or any of its Representatives has entered into any Contract with

any broker, finder or similar agent or any Person which will result in an obligation of Acquirer, any member of the Company Group, or any of their respective Affiliates to pay any finder's fee, brokerage fees or commission or similar payment in connection with the Transactions.

3.24 Books and Records. The Company Group has made and kept true, complete and correct copies of its books and records and accounts, which set forth in reasonable detail and accurately and fairly reflect the activities of each member of the Company Group. The books, records and accounts of each member of the Company Group have been maintained in accordance with reasonable business practices on a basis consistent with prior years.

3.25 Bank Accounts. Section 3.25 of the Company Disclosure Schedules contains a complete and correct list of all bank accounts maintained by the Company Group, including each account number and the name and address of each bank and the name of each Person who has signature power with respect to each such account or power of attorney to act on behalf of any member of the Company Group. Holdco2 has Delivered to Acquirer true, complete and correct copies of all statements with respect to such bank accounts received by a member of the Company Group.

3.26 Customers, Suppliers and Third Party Payors.

(a) Section 3.26(a) of the Company Disclosure Schedules sets forth a list of Payor Parties that generated in excess of $100,000 of revenue for the Business during the 12-month period ended December 31, 2021 (such parties, "***Top Payors***"), together with the revenue amount derived from each such Top Payor for such 12-month period. Except as set forth in Section 3.26(a) of the Company Disclosure Schedules, no member of the Company Group or Seller currently has or has since January 1, 2017 had any material disputes with any Payor Party related to the Business. Except as set forth in Section 3.26(a) of the Company Disclosure Schedules, no member of the Company Group or Seller has received written notice from any Payor Party that such Payor Party shall not continue its relationship with the Company Group or, to the extent applicable to the Business, Seller, after the Closing or that such Top Payor intends to terminate or materially modify an existing Contract with any member of the Company Group or Seller, as applicable. For purposes of this Section 3.26(a), a "material dispute" means any alleged overpayments, erroneous payments or underpayments, which, individually or in the aggregate, exceed 10% of annual payor revenue or $150,000, whichever is less.

(b) Section 3.26(b)of the Company Disclosure Schedules sets forth a list of customers (other than Payor Parties) that generated in excess of $400,000 of revenue for the Business during the 12- month period ended December 31, 2021 (the "***Top Customers***"), together with the revenue amount derived from each such Top Customer for such 12-month period. No member of the Company Group has outstanding material disputes with any Top Customer. No member of the Company Group or Seller has received written notice from any Top Customer that such Top Customer shall not continue as a customer of the Company Group after the Closing or that such Top Customer intends to terminate or materially modify an existing Contract with the applicable member of the Company Group.

(c) Section 3.26(a) of the Company Disclosure Schedules sets forth a a list of suppliers or providers of services to the Company Group that generated in excess of $500,000 in expenditures by the Business during the 12-month period ending on December 31, 2021 (the "***Top Suppliers***"), together with the amount paid to each such Top Supplier for such 12-month period. No member of the Company Group has outstanding material disputes with any Top Supplier. No member or the Company Group or Seller has received written notice from any Top Supplier that such Top Supplier shall not continue as a supplier or service provider of the Company Group after the Closing or that such Top Supplier intends to terminate or materially modify an existing Contract with it's the applicable member of the Company Group.

3.27 Inventory. The inventories shown on the Company Balance Sheet (net of any reserve on the Company Balance Sheet) or thereafter acquired by the Company Group, consisted of items of a quantity and quality usable or salable in the Ordinary Course of. Business. Since the Company Balance Sheet Date, the Company Group has continued to maintain inventories in the Ordinary Course of. Business. No member of the Company Group has received written, or to the Knowledge of the Company, oral notice that it will experience in the foreseeable future any difficulty in obtaining, in the desired quantity and quality and at a reasonable price and upon reasonable terms and conditions, the raw

materials, supplies or component products required for the manufacture, assembly or production of its products.

3.28 No Additional Representations. THE COMPANY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN ARTICLE 4, NO ACQUIRER PARTY, NO REPRESENTATIVE OF ANY ACQUIRER PARTY OR ANY OTHER PERSON MAKES ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, AT LAW OR IN EQUITY, WITH RESPECT TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING THE MERGERS, THE ACQUIRER PARTIES (OR ANY OF THEM), OR ANY INFORMATION PROVIDED OR MADE AVAILABLE TO THE COMPANY OR ITS REPRESENTATIVES IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY (INCLUDING ANY FORECASTS, PROJECTIONS, ESTIMATES OR BUSINESS PLANS), AND ALL OTHER SUCH REPRESENTATIONS OR WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE ACQUIRER PARTIES

The Acquirer Parties hereby represent and warrant to Seller as follows, with each such representation and warranty subject to (x) the exceptions set forth in the Acquirer Disclosure Schedules (it being understood that the Acquirer Disclosure Schedules shall be arranged in sections corresponding to the sections and subsections contained in this Article 4, and no disclosure made in any particular section of the Acquirer Disclosure Schedules shall be deemed to be made in any other section of the Acquirer Disclosure Schedules unless expressly made therein (by cross-reference or otherwise) or to the extent it is reasonably apparent from a reading of the text of the disclosure that such disclosure is applicable to such other sections and subsections of the Acquirer Disclosure Schedules) and (y) matters disclosed in the SEC Reports filed with the SEC prior to the Agreement Date (to the extent the qualifying nature of the matters disclosed and the disclosure thereof is readily apparent from the disclosure thereof in such SEC Reports), excluding disclosures contained in sections entitled “Forward-Looking Statements” and “Risk Factors” (and any similarly titled sections) and any other disclosures contained in the SEC Reports to the extent they are of a predictive or cautionary nature or related to forward-looking statements; provided, that, none of the qualifications contained in clauses (x) and (y) of the immediately preceding sentence shall apply to the representations and warranties contained in Section 4.3.

4.1 Organization of Acquirer Parties. Each Acquirer Party is either a corporation or limited liability company duly organized and validly existing and in good standing under the Laws of the jurisdiction of its incorporation or formation, with the requisite corporate or limited liability company power and authority to conduct its business as it is presently being conducted, to own, lease or operate, as applicable, its assets and properties, and to perform all of its obligations under its Contracts.

4.2 Authorization.

(a) Each Acquirer Party has all requisite corporate or limited liability company power and authority, and, except for the Acquirer Stockholder Approval, has taken all corporate or limited liability company action necessary, to execute, deliver and perform its obligations under this Agreement and the Ancillary Agreements and to consummate the transactions contemplated to be consummated by it hereby and thereby. This Agreement and the Ancillary Agreements to which an Acquirer Party is a party have been duly executed and delivered by each Acquirer Party thereto and, assuming the due authorization, execution and delivery hereof and thereof by the other parties hereto and thereto, constitute the legal, valid and binding obligation of each Acquirer Party thereto, enforceable against such Acquirer Party in accordance with their respective terms, except as enforcement may be limited by the Enforceability Exceptions.

(b) The Acquirer Stockholder Approval is the only vote of the holders of any voting securities of Acquirer under any Law, the rules and regulations of Nasdaq, and Acquirer’s certificate of incorporation and bylaws necessary to approve the Transactions.

4.3 Capitalization.

(a) The authorized capital stock of Acquirer consists of 380,000,000 shares of common stock, par value of $0.0001 per share and 1,000,000 shares of preferred stock, par value of $0.0001 per share. As of December 31, 2021, 242,578,824 shares of Acquirer common stock were issued and outstanding, and no shares of Acquirer's preferred stock were issued and outstanding. As of December 31, 2021, Acquirer had reserved 33,354,727 shares of Acquirer's common stock for issuance upon the exercise of outstanding common stock options, 12,600,859 shares of Acquirer's common stock for issuance upon the vesting of restricted stock units, 21,994,972 shares of Acquirer's common stock for issuance upon conversion of Acquirer's outstanding warrants, and 15,434,321 shares of Acquirer's common stock were available for issuance under Acquirer's 2021 Equity Incentive Plan. There are no options, warrants, convertible securities or other rights or Contracts pursuant to which Acquirer is obligated to issue or sell any of its securities, other than this Agreement, the Ancillary Documents, Acquirer's employee stock purchase plan, Acquirer's equity incentive plans and awards thereunder, inducement awards granted by Acquirer and Acquirer's outstanding warrants, the SPAC Merger Agreement and Acquirer is not a party to any Contract pursuant to which it is obligated to register any of its securities under the Securities Act (other than the Ancillary Documents, the SPAC Merger Agreement and the registration rights agreement and subscription agreements entered into with investors in connection with the SPAC Merger Agreement) or with respect to the voting of any securities issued by Acquirer.

(b) The shares of Acquirer Stock to be issued in accordance with this Agreement will, upon such issuance, be duly authorized, validly issued, fully paid and non-assessable, free of statutory or contractual pre-emptive rights and free of any Encumbrances (other than this Agreement and restrictions on transfer under the Securities Act and applicable U.S. state securities laws). Subject to the accuracy of Seller's representations set forth herein and in the Ancillary Agreements, the offer, sale and issuance of the shares of Acquirer Stock as contemplated by this Agreement are exempt from the registration requirements of the Securities Act.

(c) The equity securities of each of Merger Sub I and Merger Sub II (i) have been duly authorized and validly issued and are fully paid and nonassessable, (ii) were issued in compliance in all material respects with applicable Law, and (iii) were not issued in breach or violation of any preemptive rights or Contract to which Acquirer is a party or bound. All of the outstanding equity securities of Merger Sub I and Merger Sub II are owned by Acquirer free of any Encumbrances (other than this Agreement and restrictions on transfer under the Securities Act and applicable U.S. state securities laws). Neither Merger Sub I nor Merger Sub II has any Subsidiaries or owns, directly or indirectly, any equity securities in any Person.

4.4 Noncontravention.

(a) The execution, delivery and performance by each Acquirer Party and each Acquirer Party's compliance with this Agreement and consummation by each Acquirer Party of the Transactions do not and will not (i) violate the Governing Documents of Acquirer, Merger Sub, (ii) violate any loan or credit agreement, guarantee, note, bond, mortgage, indenture, lease or other agreement, permit, franchise or license to which, as of the date of this Agreement, Acquirer is a party or by which Acquirer's properties or assets are bound, (iii) violate any statute or any judgment, order, rule or regulation of any court or governmental agency, taxing authority or regulatory body, domestic or foreign, having jurisdiction over Acquirer or any of its properties or (iv) assuming any consents and approvals referred to

in Section 4.4(b) are duly obtained, conflict with or constitute a Default under any Laws, Orders or Permits applicable to the Acquirer Parties, except, in the case of clauses (i) and (iv) for any such violation or Default which would not materially affect the Acquirer Parties' ability to perform any of their respective obligations hereunder or consummate the Transactions, and, in the case of clauses (ii) and (iii), for Defaults or violations that have not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) Other than the filing of the Certificate of Merger for the Merger, filings with the SEC and Nasdaq and such filings and notifications as may be required to be made by Acquirer in connection with the Transactions under the HSR Act or other applicable Antitrust Laws and the expiration or early termination of the applicable waiting period under the HSR Act or other applicable Antitrust

Laws, no consent, approval, Order or authorization of, or registration, declaration, or filing with, any Governmental Authority or any other Person is required to be made, obtained or given by any Acquirer Party in connection with the execution, delivery and performance by each Acquirer Party of this Agreement or the consummation by each Acquirer Party of the Transactions.

4.5 Compliance with Laws. Each Acquirer Party is in compliance with all applicable laws and has not received any written communication from a governmental entity that alleges that Acquirer is not in compliance with or is in default or violation of any applicable law, except where such non-compliance, default or violation would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect.

4.6 Securities Law Matters.

(a) The issued and outstanding shares of Acquirer Stock are registered pursuant to Section 12(b) of the Exchange Act, and are listed for trading on Nasdaq under the symbol "SMFR". There is no suit, action, proceeding or investigation pending or, to the Knowledge of Acquirer, threatened against Acquirer by Nasdaq or the SEC with respect to any intention by such entity to deregister the Acquirer Stock or prohibit or terminate the listing of the Acquirer Stock on Nasdaq, excluding, for the purposes of clarity, the customary ongoing review by Nasdaq of the Acquirer's listing of additional shares application in connection with the Transactions. Acquirer has taken no action that is designed to terminate or is reasonably expected to result in the termination of the registration of the Acquirer Stock under the Exchange Act or the listing of the Acquirer Stock on Nasdaq and is in compliance in all material respects with the listing requirements of Nasdaq.

(b) Each report, statement and form (including exhibits and other information incorporated therein) filed by Acquirer with the SEC under Sections 13(a), 14(a) or 15(d) of the Exchange Act or filed pursuant to the Securities Act since July 22, 2021 (the "***SEC Reports***") when filed complied in all material respects with the requirements of the Securities Act and the Exchange Act and the rules and regulations of the SEC promulgated thereunder. None of the SEC Reports filed under the Exchange Act (except to the extent that information contained in any SEC Report has been superseded by a later timely filed SEC Report) contained, when filed, any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading, in the case of any SEC Report that is a registration statement, or included, when filed, any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, in the case of all other SEC Reports. Acquirer has timely filed each SEC Report that Acquirer was required to file with the SEC since July 22, 2021. There are no material outstanding or unresolved comments in comment letters from the SEC staff with respect to any of Acquirer's SEC Reports. In addition, Acquirer has made available to Seller (including via the SEC's EDGAR system) a copy of the SEC Reports since July 22, 2021. Except as disclosed in the SEC Reports, each of the Sema4 Financial Statements (including, in each case, any notes thereto) contained in the SEC Reports was prepared in accordance with U.S. generally accepted accounting principles applied on a consistent basis throughout the periods indicated (except as may be indicated in the notes thereto or, in the case of unaudited statements, as permitted by Form 10-Q of the SEC), each complied in all material respects with the rules and regulations of the SEC with respect thereto as in effect at the time of filing and each fairly presents, in all material respects, the financial position, results of operations and cash flows of Acquirer or Mount Sinai Genomics, Inc. d/b/a Sema4 ("***Legacy Sema4***"), as applicable, as at the respective dates thereof and for the respective periods indicated therein. For purposes of this Section 4.6(b), the "***Sema4 Financial Statements***" means, to the extent contained in the SEC Reports, (i) the audited balance sheets of Legacy Sema4 as of December 31, 2020 and 2019, the related statements of operations and comprehensive loss, redeemable convertible preferred stock and stockholders' deficit and cash flows for each of the three years in the period ended December 31, 2020, and the related notes, (ii) the unaudited condensed financial statements of Legacy Sema4 as of March 31, 2021 and for the three months ended March 31, 2021 and 2020 and the related notes, (iii) the unaudited condensed financial statements of Legacy Sema4 as of June 30, 2021 and for the three and six months ended June 30, 2021 and 2020 and the related notes, and (iv) the unaudited condensed consolidated financial statements of Acquirer as of September 30, 2021 and for the three months and nine months ended September 30, 2021 and 2020 and the related notes.

4.7 No Proceedings. Except for such matters as have not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, there is no (i) investigation, action, suit, claim or other proceeding, in each case by or before any Governmental Authority pending, or, to the Knowledge of Acquirer, threatened against any Acquirer Party or (ii) judgment, decree, injunction, ruling or order of any governmental entity outstanding against any Acquirer Party.

4.8 No Brokers. No Acquirer Party has entered into any Contract with any broker, finder or similar agent or any Person which will result in Seller being obligated to pay any finder's fee, brokerage fees or commission or similar payment in connection with the Transactions.

4.9 No Insolvency Proceedings. Neither Acquirer nor any of its subsidiaries has taken any steps to seek protection pursuant to any law or statute relating to bankruptcy, insolvency, reorganization, receivership, liquidation, administration or winding up or failed to pay its debts when due, nor does Acquirer or any subsidiary have any knowledge or reason to believe that any of their respective creditors intend to initiate involuntary bankruptcy proceedings or seek to commence an administration.

4.10 Not an Investment Company. Acquirer is not, and immediately after the consummation of the Transactions, will not be, an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

4.11 Anti-Corruption Laws. There has been no action taken by Acquirer, or, to the Knowledge of Acquirer, any officer, director, equityholder, manager, employee, agent or representative of Acquirer, in each case, acting on behalf of Acquirer, in violation of any applicable Anti-Corruption Laws (as herein defined), (i) Acquirer has not been convicted of violating any Anti-Corruption Laws or subjected to any investigation by a Governmental Authority for violation of any applicable Anti-Corruption Laws, (ii) Acquirer has not conducted or initiated any internal investigation or made a voluntary, directed, or involuntary disclosure to any Governmental Authority regarding any alleged act or omission arising under or relating to any noncompliance with any Anti-Corruption Laws and (iii) Acquirer has not received any written notice or citation from a Governmental Authority for any actual or potential noncompliance with any applicable Anti-Corruption Laws. As used herein, "***Anti-Corruption Laws***" means any applicable laws relating to corruption and bribery, including the U.S. Foreign Corrupt Practices Act of 1977 (as amended), the UK Bribery Act 2010, and any similar law that prohibits bribery or corruption.

4.12 Taxes. Except as provided in Section 4.12 of the Acquirer Disclosure Schedules:

(a) Each member of the Acquirer Group, and any consolidated, combined, unitary or aggregate group composed of members of the Acquirer Group for Tax purposes, has timely filed all federal income Tax Returns and other material Tax Returns it is required to have filed. All Tax Returns filed by or with respect to any member of the Acquirer Group are accurate, complete and correct in all material respects.

(b) Each member of the Acquirer Group has paid in full all material Taxes required to have been paid. All Taxes due in connection with the operations of each member of the Acquirer Group until the Closing Date have been paid in full. No member of the Acquirer Group has any Liability for Taxes in excess of the amounts so paid, except for Taxes which are not yet due and payable.

(c) The balance sheet of Acquirer dated September 30, 2021 set forth in the SEC Documents included reflects all Liabilities for unpaid Taxes of the Acquirer Group for periods (or portions of periods) through such date. The Acquirer Group does not have any Liability for unpaid Taxes accruing after such date except for Taxes arising in the Ordinary Course of Business subsequent to such date.

(d) Within the last five (5) years, no claim has been made by any Governmental Authority in any jurisdiction where a member of the Acquirer Group does not file Tax Returns that such member is or may be subject to Tax by that jurisdiction.

(e) No extensions or waivers of statutes of limitations with respect to the Tax Returns have been given by or requested from the Acquirer Group (except for extensions to file Tax Returns that are granted automatically under applicable Law).

(f) There is (i) no past or pending audit of, or Tax controversy associated with, any Tax Return of a member of the Acquirer Group that has been or is being conducted by a Tax Authority which has not been fully settled or resolved and (ii) no other procedure, proceeding or contest of any refund or deficiency in respect of Taxes pending or on appeal with any Governmental Authority.

(g) All deficiencies asserted or assessments made against any member of the Acquirer Group as a result of any examinations by any Tax Authority have been fully paid.

(h) There are no Encumbrances for Taxes upon the assets of any member of the Acquirer Group other than Encumbrances arising by operation of Law for Taxes not yet due and payable.

(i) The Acquirer Group has collected and remitted all Sales Taxes with respect to sales made or services provided and, for all sales or provision of services that are exempt from Sales Taxes and that were made without charging or remitting Sales Taxes, the Acquirer Group has received and retained any required Tax exemption certificates or other documentation qualifying such sale or provision of services as exempt.

(j) No member of the Acquirer Group is party to or bound by any Tax indemnity, Tax sharing, Tax allocation or similar agreement, and no member of the Acquirer Group has any Liability or potential Liability to any Third Party under any such agreement.

(k) No member of the Acquirer Group is party to and has not requested any closing agreement (as described in Section 7121 of the Code or any corresponding, analogous, or similar provision under any state, local or foreign Law related to Taxes), offer in compromise, technical advice memoranda, private letter ruling or other similar agreement with any Tax Authority.

(l) No member of the Acquirer Group has ever entered into any "listed transaction" as defined in Treasury Regulations Section 1.6011 4(b) or any similar provision under state, local or foreign law. Each member of the Acquirer Group has disclosed on its U.S. federal income Tax Returns all positions taken therein that could give rise to a "substantial understatement of income tax" within the meaning of Section 6662 of the Code (or any comparable, analogous or similar provision under any state, local or foreign Law related to Taxes).

(m) Acquirer has (i) except for being a member of the Acquirer Group, never been a member of an affiliated group of corporations, within the meaning of Section 1504 of the Code (or any predecessor provision or comparable provision of state, local or foreign Law), or a member of a combined, consolidated or unitary group for state, local or foreign Tax purposes; and (ii) no Liability for Taxes of any Person under Treasury Regulations Section 1.1502-6 (or any corresponding provision of state, local or foreign Law related to income Taxes), as transferee or successor, by Contract or otherwise.

(n) No member of the Acquirer Group is subject to Tax in any jurisdiction other than the jurisdiction in which it is formed or organized by virtue of having employees, a permanent establishment or any other place of business in such jurisdiction.

(o) No member of the Acquirer Group has ever been a "distributing corporation" or a "controlled corporation" in connection with a distribution described in Section 355 of the Code.

(p) Each member of the Acquirer Group has withheld and paid all material Taxes required to be withheld in connection with any amounts paid or owing to any employee, creditor, independent contractor or other Third Party.

(q) No member of the Acquirer Group (i) has agreed, or is required, to make any adjustment under Section 481(a) of the Code by reason of a change in accounting method or otherwise for a Pre-Closing Tax Period; (ii) has made an election, or is required, to treat any of its assets as owned by another Person pursuant to the provisions of former Section 168(f) of the Code or as tax-exempt bond financed property or tax-exempt use property within the meaning of Section 168 of the Code; (iii) has

acquired, or owns, any assets that directly or indirectly secure any debt the interest on which is tax exempt under Section 103(a) of the Code; or (iv) has made any of the foregoing elections, or is required to apply any of the foregoing rules, under any comparable state or local Law related to Taxes.

(r) No member of the Acquirer Group will be required to include in a Post-Closing Tax Period taxable income attributable to income that accrued (for purposes of financial statements) in a Pre-Closing Tax Period but was not recognized for Tax purposes in any Pre-Closing Tax Period as a result of (i) the installment method of accounting, the completed contract method of accounting, the long-term contract method of accounting, or the cash method of accounting, (ii) any prepaid amount received or paid in a Pre-Closing Tax Period, (iii) any deferred intercompany transaction in a Pre-Closing Tax Period or excess loss account, (iv) a change in method of accounting or Section 481 of the Code in a Pre-Closing Tax Period, (v) any inclusion under Section 951(a) or Section 951A of the Code, (vi) any gain recognition agreement entered into in a Pre-Closing Tax Period, (vii) any transaction under which previously utilized Tax losses or credits may be recaptured (including a dual consolidated loss or an excess loss account), (viii) Section 1400Z-2(a)(1)(A) of the Code, or (ix) any comparable provisions of state or local Tax law, domestic or foreign, or for any other reason. The Acquirer Group has not made an election pursuant to Section 965(h) of the Code to pay the net tax liability under Section 965 of the Code in installments.

(s) No member of the Acquirer Group has applied for and not yet received a ruling or determination from a Tax Authority regarding a past or prospective transaction.

(t) (x) Each member of the Acquirer Group has (i) to the extent deferred, properly complied in all respects with applicable Law in order to defer the amount of the employer's share of any "applicable employment taxes" under Section 2302 of the CARES Act, and (ii) to the extent applicable, eligible, and claimed, properly complied in all material respects with applicable Law and duly accounted for any available Tax credits under Sections 7001 through 7004 of the Families First Coronavirus Response Act and Section 2301 of the CARES Act, and (iii) not deferred any payroll Tax obligations (including those imposed by Sections 3101(a) and 3201 of the Code) (for example, by a failure to timely withhold, deposit or remit such amounts in accordance with the applicable provisions of the Code and the Treasury Regulations) pursuant to or in connection with any U.S. presidential memorandum or executive order, and (iv) not sought a PPP Loan.

(u) Each such nonqualified deferred compensation plan to which the Company or any of its Subsidiaries is a party complies with the requirements of paragraphs (2), (3) and (4) of Section 409A(a) of the Code by its terms and has been operated in accordance with such requirements. No event has occurred that would be treated by Section 409A(b) of the Code as a transfer of property for purposes of Section 83 of the Code. No member of the Acquirer Group is under any obligation to gross up any Taxes under Section 409A of the Code or otherwise.

4.13 Environmental Laws and Regulations. Acquirer and all facilities or real property currently owned, leased or operated by Acquirer, are now and, since such time as Acquirer has owned, leased or operated the facilities or real property, have been in compliance in all material respects with all applicable Environmental Laws. Acquirer has not, since Acquirer has owned, leased or operated the facilities or real property, received from any Governmental Authority any notice or demand letter alleging that Acquirer is in violation of any Environmental Law, and Acquirer is not subject to any Order of any Governmental Authority imposing liability or obligations relating to any Environmental Law, in each case except as is not, and would not reasonably be expected to be, material to Acquirer and its Subsidiaries, taken as a whole. There has been no release by Acquirer, or for which Acquirer would reasonably be expected to be liable by Contract or by operation of Law, of any Hazardous Substance at, under, from or to any facility or real property currently or formerly owned, leased or operated by Acquirer, in each case except as is not, and would not reasonably be expected to be, material to Acquirer and its Subsidiaries, taken as a whole. Acquirer has not assumed, undertaken or otherwise become subject to any liability of another Person relating to Environmental Laws, except as is not, and would not reasonably be expected to be, material to Acquirer and its Subsidiaries, taken as a whole.

4.14 Litigation. Except as set forth in Section 4.13 of the Acquirer Disclosure Schedules or as is not, and would not reasonably be expected to be, material to Acquirer and its Subsidiaries, taken as a whole, there is no, and since July 22, 2021 there has not been any, Proceeding (a) pending or, to the

Acquirer's Knowledge, threatened against or affecting Acquirer, (b) pending or, to the Acquirer's Knowledge, threatened against any Person whose Liability either Acquirer has retained or assumed, either contractually or by operation of Law, or (c) pending or, to the Acquirer's Knowledge, threatened against any stockholder, officer, director or employee of Acquirer in connection with such stockholder's, officer's, director's or employee's relationship with, or actions taken on behalf of, Acquirer. Acquirer is not a party to or named in, and none of its properties or assets are subject to, any Order that is material to Acquirer and its Subsidiaries, taken as a whole.

4.15 Merger Sub Activities. Merger Sub I and Merger Sub II were organized solely for the purpose of entering into this Agreement and the Ancillary Agreements and consummating the Merger and the other Transactions and thereby, and have not engaged in any activities or business, other than those incident or related to or incurred in connection with its formation or the negotiation, preparation or execution of this Agreement or any Ancillary Agreements, the performance of its covenants or agreements in this Agreement or any Ancillary Agreement or the consummation of the transactions contemplated
hereby or thereby.

4.16 Additional Representations. EACH ACQUIRER PARTY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN Article 3, NONE OF THE COMPANY, ANY REPRESENTATIVE OF THE COMPANY, SELLER OR ANY OTHER PERSON MAKES ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, AT LAW OR IN EQUITY, WITH RESPECT TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING THE MERGER, THE COMPANY, OR ANY INFORMATION PROVIDED OR MADE AVAILABLE TO THE ACQUIRER PARTIES OR THEIR REPRESENTATIVES IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY (INCLUDING ANY FORECASTS, PROJECTIONS, ESTIMATES, BUDGETS OR BUSINESS PLANS), AND ALL OTHER SUCH REPRESENTATIONS OR WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

ARTICLE 5
COVENANTS AND OTHER AGREEMENTS

5.1 Conduct of Business of the Company Group. During the period from the Agreement Date through the earlier of (x) the termination of this Agreement in accordance with its terms and (y) the Effective Time (the "***Pre-Closing Period***"), except (i) as set forth on Section 5.1 of the Company Disclosure Schedule or in the Pre-Closing Budget, (ii) to the extent necessary to comply with the Company Parties' obligations under this Agreement, including completion of the Pre-Closing Restructuring, (iii) as required by applicable Law, or (iv) with the prior written consent of Acquirer (such consent not to be unreasonably withheld, conditioned or delayed), (A) Seller and Holdco2 shall cause each member of the Company Group to, and each of the Company Parties shall, carry on its business in the Ordinary Course of Business and in compliance in all material respects with applicable Law and the Pre-Closing Budget, pay its debts and Taxes when due (subject to good faith disputes regarding such debts and Taxes), pay or perform other material obligations when due and use its commercially reasonable efforts to preserve intact its present business organizations, keep available the services of its present officers and key employees and preserve its present relationships with customers, suppliers, distributors, licensors and licensees and (B) neither Seller or Holdco2 shall and each shall cause each member of the Company Group not to, and the Company Parties shall not:

(a) amend the Governing Documents of any member of the Company Group;

(b) acquire (by merger, consolidation or combination, or acquisition of stock or assets) any Person or division or assets (other than in the Ordinary Course of Business) thereof, or otherwise effect any merger, consolidation or reorganization of any member of the Company Group, or effect any conversion or restructuring of any equity or equity-linked interest, purchase any securities of, voting interests in or any assets of any Person, other than acquiring or purchasing equipment or supplies in the Ordinary Course of Business;

(c) split, combine or reclassify the outstanding shares of Holdco2 Common Stock nor enter into any agreement with respect to voting of any of Holdco2 Common Stock;

(d) declare, set aside or pay any dividend or other distribution, payable in cash, stock, property or otherwise, in respect of any Holdco2 Common Stock;

(e) purchase, redeem or otherwise acquire any shares of Holdco2 Common Stock or any securities convertible or exchangeable or exercisable for any shares of Holdco2 Common Stock;

(f) transfer, lease, license, guarantee, sell, mortgage, pledge, dispose of or encumber any material asset, except for (i) the incurrence of Permitted Encumbrances, (ii) non-exclusive licenses of the Company IP in the Ordinary Course of Business, (iii) sales or other dispositions of inventory and other assets in the Ordinary Course of Business, (iv) sales of obsolete or written off assets and (v) sales or dispositions for an amount less than $500,000 in the aggregate;

(g) incur any Indebtedness or issue any debt securities or warrants or other rights to acquire debt securities of any member of the Company Group or assume, guarantee or endorse, as an accommodation or otherwise, the obligations of any other person for Indebtedness or capital obligations, in the case of any of the foregoing, other than (i) incurrences of Indebtedness under the Pre-Closing Budget and (ii) the incurrence of Seller Debt;

(h) issue, sell, pledge, dispose of or encumber any shares of, or securities convertible into or exchangeable or exercisable for, or options, warrants, calls, commitments or rights of any kind to acquire, any shares of Holdco2 Common Stock;

(i) make any change in accounting methods, principles or practices (including for Tax purposes), except as required by the Accounting Standards or by applicable Law or a Governmental Authority;

(j) revalue any of its material assets except as required by the Accounting Standards;

(k) other than in the Ordinary Course of Business, enter into any Contract that would constitute a Company Contract if it had been in existence on the Agreement Date, or amend, modify or consent to the termination of any Company Contract or the applicable member of the Company Group's rights thereunder, or waive, release or assign any rights or claims thereunder;

(l) enter into, modify, amend or terminate any Contract, or waive, release, assign or fail to exercise or pursue any material rights or claims thereunder, other than in the Ordinary Course of Business, which if so entered into, modified, amended, terminated, waived, released, assigned, or not exercised or pursued would reasonably be expected to (i) adversely affect in any material respect any member of the Company Group; (ii) impair in any material respect the ability of any of the Company Parties or Seller to perform its obligations under this Agreement; or (iii) prevent or materially delay the consummation of the Mergers;

(m) make any loan, advance, capital contribution to, or investment in, any Person other than business expense advances to employees of any member of the Company Group in the Ordinary Course of Business;

(n) enter into any Contract to the extent consummation of the Transactions or compliance with the provisions of this Agreement would reasonably be expected to conflict with, or result in a violation or breach of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of, or result in, termination, cancellation or acceleration of any obligation or to the loss of a benefit under, or result in the creation of any Encumbrance (other than Permitted Encumbrances) in or upon any of the properties or other assets (including Intellectual Property) of the any member of the Company Group under, or require Acquirer to license or transfer any Company IP or other material assets (other than Permitted Encumbrances) under such Contract;

(o) (i) abandon, disclaim, allow to lapse, dedicate to the public, sell, assign (in whole or in part), transfer, license, covenant not to sue, otherwise encumber or grant any right or interest (other than Permitted Encumbrances, but including any security interest) in, to or under any Company IP or

Company IP Contract, including failing to perform or cause to be performed all applicable filings, recordings and other acts, or to pay or cause to be paid all required fees and Taxes, to maintain and protect its interest in the Company IP and Company IP Contracts, in each case other than Permitted Encumbrances;
(ii) grant to any Third Party any license with respect to any Company IP, other than Permitted Encumbrances; (iii) disclose any confidential Company IP or Confidential Information to any Person, other than employees of the Company or any of its Subsidiaries, or in the Ordinary Course of Business, collaboration partners, that are subject to a confidentiality or non-disclosure covenant protecting against further disclosure thereof; (iv) fail to notify Acquirer promptly of any infringement, misappropriation or other violation of or conflict with any Company IP of which any member of the Company Group becomes aware, or fail to consult with Acquirer regarding and take such actions as Acquirer may reasonably request to protect such Company IP; or (v) fail to diligently prosecute any Company IP in the U.S. or in any non-
U.S. jurisdiction material to the Company's business, or fail to exercise a right of renewal or extension under or with respect to any Company IP;

(p) enter into any Contract with any Related Parties;

(q) (i) adopt, enter into, terminate or amend any Company Benefit Plan (other than offer letters and independent contractor agreements in the Ordinary Course of Business to the extent not in contravention of Section 5.1(q)(iv)), or collective bargaining agreement, (ii) increase the compensation, bonus or fringe or other benefits provided by the Company Group to any Company Employee or independent contractor who is a natural person, other than (A) increases in base compensation in the Ordinary Course of Business and in accordance with the Company's third-party market study which do not total more than $3,000,000 of aggregate annual base compensation and which do not represent an increase of more than 4% for any Company Employee who has either annual base compensation of more than
$250,000 or a title at or above the level of Senior Director, and (B) increases in base compensation in the Ordinary Course of Business for independent contractors who are natural persons whose annual compensation is less than $50,000, (iii) grant or pay any special bonus or special remuneration (cash, equity or otherwise) to any Company Employee or independent contractor who is a natural person, other than pursuant to an existing Company Benefit Plan in accordance with its terms as in effect as of the Agreement Date, (iv) hire any employee or engage or terminate (other than for cause) any (A) Company Employee who has either annual base compensation in excess of $250,000 or a title at or above the level of Senior Director or (B) independent contractor who is a natural person who has annual base compensation in excess of $100,000; provided that no such newly hired employee or newly engaged Contractor shall be provided with severance or termination pay, a sign-on bonus or special remuneration, or receive a commitment regarding equity-based incentive compensation without the prior written consent of Acquirer, or (v) transfer the employment of an In-Scope Employee from a member of the Company Group to Seller or any of its subsidiaries (other than a member of the Company Group), or transfer the employment of any individual who is not an In-Scope Employee from Seller or any of its subsidiaries (other than a member of the Company Group) to a member of the Company Group;

(r) grant any severance or termination pay (cash, equity or otherwise) to any Company Employee or Contractor or adopt any new severance plan, or amend or modify or alter in any material respect any severance plan, agreement or arrangement existing on the Agreement Date;

(s)(i) make or change any material Tax election, except to the extent required by applicable Law or in furtherance of the Pre-Closing Restructuring, (ii) adopt or change any Tax accounting method, (iii) agree or settle any material claim or assessment in respect of Taxes, (iv) file any material amendment to any material Tax Return, (v) enter into any Tax allocation agreement, Tax sharing agreement, Tax indemnity agreement or closing agreement relating to any Tax, (vi) surrender any right to claim a material Tax refund or extend or waive the limitation period applicable to any claim or assessment in respect of Taxes, or (vii) take any other similar action relating to the filing of any Tax Return or the payment of
any Tax; in the case of each of the immediately preceding clauses (i) through (vii), if such action would have the effect of increasing the Tax liability of Acquirer or its Affiliates for any period ending after the Closing Date or decreasing any Tax attribute of Holdco2 or the Company existing on the Closing Date;

(t) commence any material Proceeding;

(u) except for Proceedings with respect to which an insurer has the right to control the decision to settle, waive, release, assign, or compromise any claim, litigation, complaint, investigation or Proceeding, waive, release, assign, settle, pay, discharge or satisfy any Proceeding other than in the Ordinary Course of Business;

(v) make any capital expenditures or commitments, capital additions or capital improvements in excess of such amounts specified in the Pre-Closing Budget;

(w) fail to keep or cause to be kept the material existing insurance policies (or substantial equivalents) of any member of the Company Group as in force on the Agreement Date;

(x) employ or use any contractor or consultant that, to the Company's Knowledge, employs any Person that is: (A) debarred by the FDA, or excluded from participation in government programs (or subject to any similar sanction of any other applicable Governmental Authority); or (B) who is the subject of an FDA debarment investigation or Proceeding (or similar Proceeding of any other applicable Governmental Authority); or

(y) authorize, agree or enter into an agreement to do any of the foregoing.

Notwithstanding anything to the contrary in this Section 5.1, Acquirer, Seller and the Company Parties acknowledge and agree that (x) nothing in this Agreement shall give Acquirer, directly or indirectly, the right to control or direct the Company's operations for purposes of the HSR Act prior to the expiration or termination of any applicable waiting period pursuant to the HSR Act, (y) no consent of Acquirer shall be required with respect to any matter set forth in this Agreement to the extent the requirement of such consent would violate any Antitrust Law, and (z) nothing in this Agreement shall prevent or limit the Pre-Closing Restructuring or the transactions contemplated thereby.

5.2 Acquisition Proposals.

(a) No Solicitation. Each of Seller and the Company Parties agrees that neither it nor any of its officers and directors shall, and that it shall use its reasonable best efforts to cause its employees, equityholders, controlled Affiliates, agents and Representatives (including any investment banker, attorney or accountant retained by it) not to (and shall not authorize any of them to) directly or indirectly: (i) solicit, initiate, encourage, facilitate, entertain, discuss or negotiate any offer or proposal for an Acquisition Proposal, or any of the foregoing which would be reasonably expected to lead to an Acquisition Proposal;
(ii) engage in discussions with any Person with respect to any Acquisition Proposal, furnish to any Person any non-public information with respect to any Acquisition Proposal or take any other action relating to (or which would reasonably be expected to be used for the purpose of formulating an offer or proposal with respect to), or otherwise assist, cooperate with, facilitate or encourage any effort or attempt by any such Person with regard to, any Acquisition Proposal; (iii) approve, agree to, accept, endorse or recommend any Acquisition Proposal; (iv) enter into any letter of intent or similar document or any Contract, agreement or commitment contemplating or otherwise relating to any Acquisition Proposal; or (v) submit any Acquisition Proposal to the vote of the stockholder of any Company Party. Each of Seller and each Company Party will immediately (x) cease any and all existing activities, discussions or negotiations with any Third Parties conducted heretofore with respect to any Acquisition Proposal and (y) revoke or withdraw access of any

Person (other than Acquirer, its Affiliates, agents and Representatives) to any data room (virtual or actual) containing any non-public information with respect to the Company Parties in connection with an Acquisition Proposal and request from each such Person the prompt return or destruction of all non-public information with respect to the Company Parties previously provided to such Person in connection with an Acquisition Proposal; provided, however, that nothing in this Section 5.2(a) shall preclude Seller or its Representatives from contacting any Person solely for the purpose of complying with the provisions of the first clause of this sentence.

(b) Notification of Unsolicited Acquisition Proposals. As promptly as practicable (and in any event within one Business Day) after receipt of any offer or proposal (formal or informal) relating to, or that would reasonably be expected to lead to, an Acquisition Proposal or any request for nonpublic information or inquiry related to or which would reasonably be expected to lead to an Acquisition Proposal, each of Seller, Holdco2 and the Company, as applicable, shall, provide Acquirer with written notice and the material details thereof, including the identity of the Person or group (within the meaning of Section 13(d)(3) of the Exchange Act) making any such Acquisition Proposal, request, inquiry or contact as well as a copy of any such Acquisition Proposal, indication, inquiry or request (or, where given orally to Seller, Holdco2 or the Company, a description of such Acquisition Proposal) and will keep Acquirer reasonably informed on a current basis of the status and details of any such offer or proposal and of any modifications to the terms thereof, provided, however, that this provision will not in any way be deemed to limit the obligations of Seller, Holdco2 or the Company and its respective Representatives set forth in Section 5.2(a).

(c) Acknowledgement. Each of Seller, the Company Parties and Acquirer acknowledge that this Section 5.2 was a significant inducement for Acquirer to enter into this Agreement.

5.3 Proxy Statement and Other SEC Filings; Acquirer Stockholder Meeting.

(a) As promptly as reasonably practicable following the date hereof (but in no event later than the 60th day immediately following the date hereof), Acquirer shall prepare (and Seller and the Company Parties shall provide reasonable assistance in connection therewith), and Acquirer shall file with the SEC, a proxy statement relating to the Acquirer Stockholder Approval and the nomination and appointment of the Specified Designees to the Acquirer Board for terms that expire no earlier than the end of the Second Milestone Period (the "***Proxy Statement***"). Acquirer shall use its reasonable best efforts to ensure that the Proxy Statement complies in all material respects with the applicable provisions of the Exchange Act. Acquirer shall use its reasonable best efforts to cause the Proxy Statement to be mailed to the holders of Acquirer Stock as promptly as practicable following the date on which Acquirer files with the SEC the Proxy Statement in definitive form, following confirmation from the staff of the SEC (whether orally or in writing) that the comment process with respect to the Proxy Statement, if any, has concluded. Acquirer shall promptly (and in any event within one Business Day) notify Seller upon the receipt of any comments from the SEC or any request from the SEC for amendments or supplements to the Proxy Statement, and shall, as promptly as practicable after receipt thereof, provide Seller with copies of all correspondences between it and its Representatives, on the one hand, and the SEC, on the other hand, and all written comments with respect to the Proxy Statement received from the SEC and advise Seller of any oral comments with respect to the Proxy Statement received from the SEC. Acquirer shall use its reasonable best efforts to respond as promptly as practicable to any comments received from the SEC with respect to the Proxy Statement. Notwithstanding the foregoing, prior to mailing in definitive form the Proxy Statement (or any amendment or supplement thereto), or responding to any comments received from the SEC with respect thereto, Acquirer shall provide Seller a reasonable opportunity to review and comment on such document or response (including the proposed final version of such document or response). Seller and the Company Parties shall reasonably cooperate to prepare appropriate responses thereto (and will provide each other with copies of any such responses given to the SEC) and make such modifications to the Proxy Statement as shall be reasonably appropriate.

(b) The Parties shall reasonably cooperate in preparing and filing with the SEC the Proxy Statement and any necessary amendments or supplements thereto. Seller and the Company Parties shall furnish all information concerning Seller, the Company Group and the Business (including any audited and unaudited financial statements of the Company Group that may be required under Regulation S-X), as required under applicable securities laws in connection with (i) the preparation, filing and distribution of the Proxy Statement and any necessary amendments or supplements thereto, (ii) the preparation and filing of a Current Report on Form 8-K reporting the Closing and any necessary amendments thereto (the "***Closing 8-K***") and (iii) the preparation, filing and distribution of any registration statement and related prospectus registering the resale of the shares of Acquirer Stock issued as the Stock Consideration and any necessary amendment or supplements thereto (the "***Resale Registration Documents***" and, together with the Proxy Statement and the Closing 8-K, the "***Applicable SEC Filings***"). Seller shall use its reasonable best efforts to obtain any necessary written consent of the auditor of the audited financial statements of the Company Group for the inclusion of its audit report on such audited financial statements in the Applicable SEC Filings for which such consent is required in

order for such audit report to be included in such filing. Acquirer shall not file or mail the Proxy Statement or any amendment or supplement thereto to stockholders without the written consent of Seller (such consent not to be unreasonably withheld, conditioned or delayed).

(c) The Proxy Statement shall state that the Acquirer Board has approved this Agreement and the Transactions, approved and declared advisable the issuance of shares of Acquirer Stock contemplated by this Agreement and include (i) the recommendation of the Acquirer Board to vote in favor thereof and (ii) the recommendation of the Acquirer Board to vote in favor of the appointment of the Specified Designees to the Acquirer Board for terms that expire no earlier than the end of the Second Milestone Period (the Acquirer Board recommendations described in this clause (ii) and the immediately preceding clause (i), collectively, the "***Acquirer Board Recommendation***") and (iii) any other proposal that the Acquirer Board reasonably deems necessary or advisable to consummate the Transactions. None of the Acquirer Board or any duly authorized committee thereof shall (i) fail to include in the Proxy Statement the Acquirer Board Recommendation or fail to make the Acquirer Board Recommendation; (ii) change, modify, withhold, qualify or withdraw, or resolve or propose publicly to change, modify, withhold, qualify or withdraw, in each case, in a manner adverse to Seller or the Company Parties, the Acquirer Board Recommendation; or (iii) fail to publicly reaffirm the Acquirer Board Recommendation, in each case, within 10 Business Days after any written request of Seller to do so.

(d) Acquirer shall advise Seller promptly after receiving oral or written notice of (i) any requirement that Acquirer supplement or amend the Proxy Statement (whether to correct a misstatement or omission to state a material fact or otherwise) or (ii) any oral or written request by the SEC for amendment of the Proxy Statement or SEC comments thereon or requests by the SEC for additional information. Acquirer shall promptly provide Seller with copies of any written communication from the SEC with respect to the Proxy Statement and Acquirer, Seller and the Company Parties shall cooperate to prepare appropriate responses thereto (and will provide each other with copies of any such responses given to the SEC) and make such modifications to the Proxy Statement as shall be reasonably appropriate.

(e) If, at any time prior to the Effective Time, any event or circumstance shall be discovered by a Party that should be set forth in an amendment or a supplement to the Proxy Statement so that any such document would not include any misstatement of a material fact or fail to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, such Party shall promptly inform the other parties hereto and the Parties shall cause an appropriate amendment or supplement describing such information to be promptly filed with the SEC and, in the case of Acquirer to the extent required by Law, disseminated to stockholders.

(f) Each of Seller, the Company Parties and Acquirer shall use its reasonable best efforts to (i) cooperate with the other party to prepare pro forma financial statements that comply with the rules and regulations of the SEC to the extent required for the Applicable SEC Filings, including the requirements of Regulation S-X, and (ii) provide and make reasonably available upon reasonable notice the senior management employees of the other party to discuss the materials prepared and delivered pursuant to this Section 5.3(f).

(g) Acquirer shall take all lawful action to call, give notice of, convene and hold a meeting of its stockholders (the "***Acquirer Stockholders' Meeting***") as promptly as practicable following the date on which the SEC clears (whether orally or in writing) the Proxy Statement for the purpose of obtaining the Acquirer Stockholder Approval and approving the appointment of the Specified Designees to the Acquirer Board, which meeting shall be held not later than 35 days following the date on which the Proxy Statement is first mailed (or made available in accordance with Rule 14a-16 under the Exchange Act) to Acquirer's stockholders. Acquirer shall include in the Proxy Statement the Acquirer Board Recommendation and solicit and use its reasonable best efforts to obtain the Acquirer Stockholder Approval. If, on a date for which the Acquirer Stockholders' Meeting is scheduled, Acquirer shall have not received proxies representing a sufficient number of shares of outstanding Acquirer Stock to obtain the Acquirer Stockholder Approval, or if necessary to make or modify any disclosure contained in the Proxy Statement in order to comply with applicable Law (as determined in good faith by the Acquirer Board, after consultation with its outside legal counsel), irrespective of whether a quorum is present, Acquirer shall have the right to announce one or more successive postponements or adjournments of the Acquirer Stockholders' Meeting; provided that the Acquirer Stockholders' Meeting is not postponed or

adjourned, in the aggregate, to a date that is more than thirty (30) days after the date for which the Acquirer Stockholders' Meeting initially was scheduled (excluding, however, any adjournments or postponements required by applicable Law).

5.4 Confidentiality; Public Disclosure. The Parties acknowledge that Seller and Acquirer have previously executed the Confidentiality Agreement and that, effective as of the Closing, the Confidentiality Agreement shall terminate and shall be of no further force or effect with no surviving obligations. No Company Party or Seller, on the one hand, or any Acquirer Party, on the other hand, in each case, directly or indirectly through their respective Representatives or any other Person shall issue any press release or other public statement or announcement regarding this Agreement, the Ancillary Agreements or the Transactions without, in the case of a press release or statement by any Company Party or Seller, the consent (not to be unreasonably withheld, conditioned or delayed) of Acquirer, or, in the case of a press release or statement by any Acquirer Party, the consent (not to be unreasonably withheld, conditioned or delayed) of Seller. Notwithstanding anything to the contrary in the foregoing, a Party shall be permitted to disclose any and all terms to its financial, tax and legal advisors (each of whom is subject to a similar obligation of confidentiality), and to any Governmental Authority or administrative agency to the extent necessary or advisable in compliance with applicable Law and the rules of a national stock exchange on which such Party's capital stock is traded.

5.5 Access; Copy of VDR.

(a) Subject to applicable Law and upon reasonable notice, each of Seller and the Company Parties shall afford Acquirer and its employees, attorneys, accountants, consultants, Representatives and other advisors and agents reasonable access, during normal business hours during the Pre-Closing Period, to the Company Group's properties, books, contracts and records and appropriate individuals as Acquirer may reasonably request (including employees, attorneys, accountants, consultants and other professionals, in each case subject to applicable privilege), in each case concerning the business, properties and personnel of the Company Group, and during the Pre-Closing Period, each of Seller and the Company Parties shall reasonably promptly furnish to Acquirer such information concerning the business,

properties and personnel of the Company Group as Acquirer may reasonably request; provided that each of Seller and the Company Parties may restrict the foregoing access to the extent that (i) any applicable Law requires such Party or its Subsidiaries to restrict or prohibit access to any such properties or information to Acquirer, (ii) such access would give rise to a risk of waiving any attorney-client privilege, work product doctrine or other applicable privilege applicable to such documents or information or (iii) such access would be in breach of any confidentiality obligation, commitment or provision by which Seller or any member of the Company Group, as applicable, is bound or affected as of the Agreement Date, which confidentiality obligation, commitment or provision shall be disclosed to Acquirer; provided, that Seller and the applicable Company Party: (x) will be entitled to withhold only such information that may not be provided without causing such waiver; and (y) at the request of Acquirer, will reasonably cooperate with Acquirer and use its commercially reasonable efforts to obtain the consent or waiver of any third party to the disclosure in full of all such information to Acquirer. With respect to the furnishing by Seller or the Company Parties of competitively sensitive information, outside antitrust counsel will be consulted prior to the exchange of such information, and such information shall not be exchanged to the extent such counsel to Seller or the applicable Company Party reasonably advises against such exchange. In addition, any information obtained from Seller or the Company Parties pursuant to the access contemplated by this Section 5.5 shall be subject to the Confidentiality Agreement. Any access to any of Seller's, or any member of the Company Group's facilities shall be subject to, as applicable, Seller's, or such member of the Company Group's reasonable security and health-related measures and the requirements of the applicable Leases, and shall not include the right to perform any invasive testing or soil, air and groundwater sampling, including, any environmental assessment.

(b) After the Closing, Seller agrees to provide, or cause to be provided, to Acquirer, the Surviving Entity or their designated Affiliate, as soon as reasonably practicable after written request therefor, reasonable access during normal business hours, to its and its Affiliates' employees (without unreasonable disruption of employment) and to such books, records, documents and files in the possession or under the control of the Seller or its Affiliates to Acquirer, the Surviving Entity or their designated Affiliate to the extent reasonably required by Acquirer or the Surviving Entity (i) in order to

comply with reporting, disclosure, filing or other similar requirements imposed on Acquirer, the Surviving Entity or their respective Affiliates under applicable Laws or (ii) in connection with any Proceeding related to the Business; provided that Seller shall not be required to provide access to or disclose information where such access or disclosure would violate any Law or agreement, or waive any attorney client or other similar privilege, and may redact information regarding itself or its Subsidiaries or otherwise not relating to Business, and, in the event such provision of information could reasonably be expected to violate any Law or agreement or waive any attorney client or other similar privilege, the Parties shall take all reasonable measures to permit the compliance with such obligations in a manner that avoids any such harm or consequence.

5.6 Regulatory Approval; Reasonable Best Efforts.

(a) Each of the Parties shall coordinate and cooperate with one another and shall each use reasonable best efforts to comply with, and shall each refrain from taking any action that would impede compliance with, applicable Laws, and as soon as reasonably practicable and advisable after the Agreement Date, each of the Parties shall make all filings, notices, petitions, statements, registrations, submissions of information, applications or submissions of other documents required by any Governmental Authority in connection with the Mergers and the other Transactions, including (i) Notification and Report Forms with the United States Federal Trade Commission (the "***FTC***") and the Antitrust Division of the United States Department of Justice ("***DOJ***") as required by the HSR Act (the "***HSR Filings***"), and (ii) any filings required under the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, any applicable state or securities or "blue sky" laws and the securities laws of any foreign country, or any other applicable Law relating to the Mergers. Each Party will cause all documents that such Party is

responsible for filing with any Governmental Authority under this Section 5.6 to comply in all material respects with all applicable Law.

(b) Acquirer agrees to use reasonable best efforts to promptly take any and all steps necessary to avoid or eliminate each and every impediment under the HSR Act and any other applicable Antitrust Law that may be asserted by any Governmental Authority or any other Person so as to enable the Parties to expeditiously close the Transactions. For the avoidance of doubt and notwithstanding anything else in this agreement, Acquirer shall not be required to (i) propose, negotiate, commit to or effect, by consent decree, hold, separate order, or otherwise, the sale, the divestiture or disposition of any of its assets, properties or businesses, including those of Affiliates, or of the assets, properties or businesses to be acquired by it pursuant to this Agreement, and (ii) otherwise taking or committing to take actions that after the Closing Date would limit Acquirer's or its Affiliates' freedom of action with respect to, or its or their ability to retain, one or more of the businesses, product lines or assets of the Company (the foregoing actions individual and in the aggregate being "***Remedial Actions***"), in each case, as may be required in order to avoid the entry of, or to effect the dissolution of, any preliminary or permanent injunction, in any Proceeding under the HSR Act or any other Antitrust Law, which would otherwise have the effect of preventing or delaying the Closing, unless such Remedial Actions would not, individually or in the aggregate, reasonably be expected to be materially detrimental to the benefits to be derived by Acquirer and its Affiliates as a result of the Mergers and the other Transactions. Further, Acquirer and its Affiliates shall not be obligated to contest, administratively or in court, any litigated Proceeding under the HSR Act or any other Antitrust Law seeking to enjoin the Mergers and the other Transactions, or to impose any Remedial Actions upon the Acquirer, Seller or the Company and their respective Affiliates.

(c) Each of the Parties shall work together and promptly supply the other with any information which may be required and reasonable assistance as the other may request in order to effectuate any filings or applications pursuant to Section 5.6. Except where prohibited by applicable Antitrust Laws relating to the exchange of information, and subject to the Confidentiality Agreement, each of Seller and the Company Parties, on one hand, and Acquirer, on the other, shall use commercially reasonable efforts to
(i) consult with the other party prior to taking a position with respect to any such filing, (ii) permit the other party to review and discuss in advance, and consider in good faith, the views of the other in connection with any analyses, appearances, presentations, memoranda, briefs, white papers, arguments, opinions and proposals before making or submitting any of the foregoing to any Governmental Authority

in connection with any investigations or Proceedings in connection with this Agreement or the Transactions (including under any antitrust or fair trade applicable Law), (iii) coordinate with the other Party in preparing and exchanging such information and (iv) promptly provide the other party (and its counsel) with copies of all filings, presentations or submissions (and a summary of any oral presentations) made by such party with any Governmental Authority in connection with this Agreement or the Transactions (though sensitive negotiation and deal valuation materials may be redacted); provided that the final determination as to the strategy for dealing with the FTC, the DOJ or any other applicable Governmental Authority shall be made by Acquirer.

(d) Further, neither Party shall participate in any meeting or material discussion with any Governmental Authorities with respect to any such filings, applications, investigation, or other inquiry without giving the other party prior notice of the meeting or discussion and, to the extent permitted by the relevant Governmental Authority, the opportunity to attend and participate in such meeting or discussion (which, at the request of either Party, shall be limited to outside antitrust counsel only).

(e) Each of Acquirer and Seller shall equally split (i) all filing fees and local counsel fees payable in connection with the filings described in this Section, and (ii) all fees of economists and any other expert fees deemed advisable or necessary by counsel for the Parties in connection with compliance with a "second request" issued by the FTC or DOJ pursuant to the HSR Act, or to respond to any

investigation of the agreements contemplated herein by a Governmental Authority prior to Closing. (with Holdco2's portion of such fees being included in Transaction Expenses).

5.7 Third-Party Consents; Notices; Seller Contracts.

(a) Promptly after the Agreement Date, following consultation with Acquirer, Seller or the applicable Company Party will send each notice and will use their respective commercially reasonable efforts to obtain all consents, waivers and approvals from all Persons that are necessary for the execution and delivery of, and the performance of its obligations pursuant to, this Agreement and the Ancillary Agreements, including under any Permit or Contract whereby the consummation of the Transactions would, in the absence of the Consent of a third party, constitute or give rise to (A) a breach of applicable Law or such Contract; (B) loss of any material rights or benefits under such Contract; or (C) an entitlement to accelerate, terminate, forfeit or dispose of such Contract. Such notices, consents, waivers and approvals will be in a form reasonably acceptable to Acquirer.

(b) With respect to the Seller Contracts, prior to the Closing Date, the Company shall use its commercially reasonable efforts to enter into new Contracts on substantially similar terms as the Seller Contracts with the respective Third Parties thereto, including such new Contracts with respect to the Seller Contracts to which Top Customers, Top Suppliers and Top Payors are parties (such new Contracts with Top Customers, Top Suppliers and Top Payors, "***Required Closing Contracts***"). If any Seller Contract is not Transferred on or prior to the Closing Date, Seller hereby agrees to use commercially reasonable efforts in cooperation with Acquirer to (i) implement arrangements (including subleasing, sublicensing or subcontracting) (A) to provide the underlying rights and benefits of the Company to Acquirer, the Surviving Entity and their designated Affiliates and (B) for the Surviving Entity or Acquirer or their designated Affiliate to assume all Company obligations thereunder and (ii) obtain any requisite Consent, substitution, novation, or amendment required to Transfer the portion of the Seller Contract attributable to the Business to Acquirer, the Surviving Entity, or their designated Affiliate.

5.8 Notice of Developments.

(a) During the Pre-Closing Period:

(i) Each of Acquirer, on the one hand, and Seller and the Company Parties, on the other, will promptly advise the other Party in writing of any event or circumstance that would reasonably be expected to result in any representation or warranty made by it in this Agreement becoming untrue or inaccurate in any material respect so as to cause the Closing conditions set forth in Section 6.1 or in Section 6.2 or Section 6.3, respectively, to fail to be satisfied.

(ii) Each of Acquirer, on the one hand, and Seller and the Company Parties, on the other, will promptly advise the other Party in writing of any event or circumstance that would reasonably be expected to result in the failure by it to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it under this Agreement prior to the Effective Time in any respect so as to cause the Closing conditions set forth in Section 6.1 or in Section 6.2 or Section 6.3, respectively, to fail to be satisfied.

(iii) Seller or Holdco2, as applicable, will promptly advise Acquirer in writing of any change or event having, or which is reasonably likely to have, alone or in combination with other changes or events, a Material Adverse Effect with respect to the Company Group.

(iv) Seller or Holdco2, as applicable, will promptly advise Acquirer in writing of any Proceeding initiated by or against any member of the Company Group or, to the Company's

Knowledge, any Proceeding threatened against any member of the Company Group, or brought or threatened against any director, officer, or equityholder of any member of the Company Group, in each case in its capacity as such (a "***New Litigation Claim***"), and notify Acquirer of ongoing material developments in any New Litigation Claim and consult in good faith with Acquirer regarding the conduct of the defense of any New Litigation Claim.

(v) Seller or Holdco2, as applicable, will promptly advise Acquirer in writing of any written notice from any Person (from which Acquirer and Seller shall have not previously determined to obtain consent), alleging that the consent of such Person is or may be required in connection with the Mergers.

(vi) Seller or Holdco2, as applicable, will deliver to Acquirer as soon as practicable, but in any event within three Business Days, of applicable Governmental Authority contact, copies of any associated correspondence. Neither the Seller, Holdco2 or any member of the Company Group shall have any further communication with such Applicable Government Authority without prior written notice to Acquirer.

(b) No notification pursuant to this Section 5.8 will be deemed to prevent or cure any breach of, or inaccuracy in, amend or supplement any Section of the Company Disclosure Schedules or the Acquirer Disclosure Schedules, or otherwise disclose an exception to, or affect in any manner, the representations, warranties, covenants or agreements of the Parties (or remedies with respect thereto) or the conditions to the obligations of the parties under this Agreement or the Ancillary Agreements.

5.9 Regulatory Matters. During the Pre-Closing Period, the Seller and the Company Parties shall use and shall cause their respective Affiliates to use commercially reasonable efforts to make available to Acquirer and its Representatives, as and to the extent requested by Acquirer, complete and accurate copies of all written correspondence between any member of the Company Group, on the one hand, and the applicable Regulatory Authorities, on the other, other than routine, non-material communications in the Ordinary Course of Business, that is or comes into the Seller's, its Affiliates' or the Company Group's possession or control during the Pre-Closing Period promptly after Seller or the Company Parties obtain such possession or control thereof, except to the extent any such material is immaterial to the Company Group. The Company Parties shall, and shall cause their respective Representatives to consult and reasonably cooperate with Acquirer, as and to the extent reasonably requested by Acquirer, and take into good faith consideration the views of Acquirer in connection with any clinical and preclinical trials and any regulatory filings, and any communications with any Regulatory Authority, in each case with respect to the Company Group, during the Pre-Closing Period.

5.10 Delivery of Financial Statements. During the Pre-Closing Period, Seller or Holdco2 will deliver to Acquirer, (a) not later than eight Business Days after the end of each calendar month, an unaudited consolidated balance sheet as of the end of such month and unaudited consolidated statements of operations and cash flows for such month; provided that the cash flow statements need only be included on a quarterly basis; and (b) on or before the fifth (5^{th}) Business Day prior to the Closing, audited consolidated financial statements, including consolidated balance sheets and consolidated statements of income, changes in stockholder equity, and cash flows, of the Company Group for the

twelve (12) months ended December 31, 2021 prepared in accordance with the Accounting Standards (the "***Interim Financial Statements***"), and provide such additional supporting or related information as may be reasonably requested by Acquirer in respect of such Interim Financial Statements. Holdco2 covenants and agrees that such financial statements and the notes thereto, if any, will fairly present in all material respects the financial condition of the Company Group at the respective dates thereof and the results of its operations for the respective months then ended, and will be prepared in accordance with the books and records of the Company Group in conformity with the Accounting Standards, consistently applied with the Financial Statements, except for the omission of footnotes and normal, immaterial year-end adjustments.

5.11 Tax Matters.

(a) Cooperation. Without limiting any of the other provisions of this Section 5.11, the Parties shall cooperate fully, as and to the extent reasonably requested by any of them, in connection with the filing of Tax Returns and any audit, litigation or other Proceeding with respect to Taxes. In this regard, Acquirer shall retain all books and records with respect to Tax matters of the Company Group which are or may be pertinent to any Tax period beginning before the Closing Date until the expiration of the applicable statute of limitations and shall make them available to Seller in connection with any audit, litigation or other Proceeding relating to the Company Group or with respect to which the Company Group is relevant.

(b) Transfer Taxes. All transfer, documentary, sales, use, stamp, registration and other such Taxes, and any conveyance fees, recording charges and other fees and charges (including any penalties and interest) incurred in connection with consummation of the Transactions ("***Transfer Taxes***"), if any, shall be borne and paid fifty percent (50%) by Seller and fifty percent (50%) by Acquirer; provided that any Transfer Taxes incurred as a result of or in connection with the Pre-Closing Restructuring shall be borne and paid 100% by, and be the sole responsibility of, Seller. Seller or Acquirer (as required by applicable Law) shall prepare and timely file (or cause to be prepared and timely filed) at its own expense all Tax Returns required to be filed in respect of any such Taxes, provided, however, that Taxes relating to such Tax Returns shall be borne and paid by the Seller and Acquirer as provided in the preceding sentence.

(c) Straddle Periods. For purposes of determining the liability for Taxes (as well as any refund or credit with respect thereto) of or in respect of, or payable by, Holdco2 or the Company Group in respect of any Straddle Period, (i) the amount of any such Taxes based on or measured by income, sales, use, receipts, or other similar items of the Company Group that constitute a Tax in respect of a Pre-Closing Tax Period shall be determined based on an interim closing of the books as of the close of business on the Closing Date and (ii) the amount of any other Taxes of the Company Group for a Straddle Period that relate to and constitute a Tax in respect of a Pre-Closing Tax Period shall be deemed to be the amount of such Tax for the entire Straddle Period multiplied by a fraction the numerator of which is the number of days in the portion of the Straddle Period ending on the Closing Date and the denominator of which is the number of days in the entire Straddle Period. For purposes of determining the amount of Taxes attributable to the pre-Closing portion of any Straddle Periods under this Agreement, all applicable Transaction Tax Deductions shall be allocated to and deducted in the pre-Closing portion of any Straddle Period to the extent permitted by applicable Law on a "more likely than not" basis.

(d) Tax Returns. At the cost and expense of Seller, Seller or Parent shall prepare and file (or cause to be prepared and filed) all Tax Returns of or relating to the Company Group for any Pre- Closing Tax Period that are due after the Closing. Seller shall provide a copy of such Tax Return to Acquirer at least fifteen (15) days before the due date for filing such Tax Return (or as soon as reasonably practicable, if such due date is less than fifteen (15) days after the Closing Date) for Acquirer's review. Seller or Parent, as applicable, shall consider in good faith all reasonable written comments made by Acquirer with respect to such Tax Returns within five Business Days prior to the due date for filing such Tax Return. All such Tax Returns shall be timely filed as finally prepared by Seller. Tax Returns for any Pre-Closing Tax Periods and Straddle Periods shall include therein as deductions all Transaction Tax Deductions to the extent permitted by applicable Law on a "more likely than not" basis. Notwithstanding anything to the contrary in this Agreement, Seller, Parent and Subsidiaries of Parent shall not be required to provide any Person with any Tax Return or copy of any Tax Return of (i) Parent or any Subsidiary of

Parent, or (ii) a consolidated, combined, affiliated or unitary group that includes Parent or any Subsidiary of Parent.

(e) Tax Proceedings. Acquirer shall inform Seller of the receipt by Acquirer or its Affiliates (including the Surviving Entity after the Closing) of notice of any deficiency, proposed adjustment, adjustment, assessment, audit, claim, inquiry, examination, suit, dispute or other proceeding relating to Taxes with respect to which Acquirer intends to seek indemnification under Article 8 (a "***Tax Proceeding***"). Seller shall not be relieved of its indemnification obligations hereunder if such notice is not delivered promptly except to the extent Seller is materially prejudiced thereby. Seller or Parent shall have the exclusive right to control, conduct and settle any Tax Proceeding. Seller or Parent shall keep Acquirer reasonably informed of all material developments of such Tax Proceeding. Notwithstanding anything in Article 8 to the contrary, this Section 5.11(d), and not Section 8.3, shall govern the conduct of Tax Proceedings.

(f) Tax Free Reorganization Matters. The Parties intend that, for United States federal income tax purposes, the Mergers will qualify as a Reorganization to which each of the Parties are to be parties under Section 368(b) of the Code and this Agreement is intended to be, and is adopted as, a plan of reorganization for purposes of Sections 354, 361 and 368 of the Code and within the meaning of Treasury Regulations Section 1.368-2(g) (the ***"Intended Tax Treatment"***). The Mergers shall be reported by the Parties for all Tax and other purposes in accordance with the foregoing and will not take any position inconsistent with the Intended Tax Treatment, unless otherwise required by a Governmental Authority as a result of a "determination" within the meaning of Section 1313(a) of the Code. Notwithstanding any other provisions of this Agreement, the composition of payments under this Agreement shall be consistent with the qualification of the transactions contemplated hereby as a Reorganization, including the requirements of Treasury Regulations Section 1.368-1(e) and a minimum proprietary interest under such regulations of at least forty percent (40%), and adjustments shall be made to the composition of payments and satisfaction of indemnity claims as between Acquirer Stock, cash and any other items to the extent necessary to comply with the foregoing. The Parties shall consult and cooperate with each other in good faith for purposes of making any such adjustments. The parties covenant and agree that they will not take any actions before or after the Closing that would be reasonably expected to adversely affect the status of the Mergers as a Reorganization. The Parties shall cooperate with each other and their respective counsel to document and support the Tax treatment of transactions contemplated by this Agreement consistently with the Intended Tax Treatment, including providing factual support letters and customary tax representations to counsel for purposes of rendering any Tax opinions that may be provided by counsel. Each Party shall promptly notify the other Party in writing if, before the Closing Date, such Party knows or has reason to believe that the transactions contemplated by this Agreement may not qualify for the Intended Tax Treatment.

(g) Tax Refunds. All refunds of Taxes of any member of the Company Group for any Pre-Closing Tax Period (or portion of a Straddle Period ending on the Closing Date as determined in accordance with the same principles provided for in Section 5.11(c)) (whether in the form of cash received or a credit or offset against Taxes otherwise payable) shall be for the benefit of the Seller. To the extent that the Acquirer, any member of the Company Group, or any of their Affiliates receives a Tax refund that is for the benefit of the Sellers that was not included in the calculation of Company Net Working Capital, the Acquirer shall pay to the Seller the amount of such Tax refund (and interest received from the Governmental Authority with respect to such refund), net of out-of-pocket Taxes and reasonable professional fees and expenses incurred to obtain such. Tax refund. The amount due to the Seller shall be payable ten (10) days after receipt of the refund from the applicable Governmental Authority (or, if the Tax refund is in the form of a credit or offset, ten (10) days after the due date of the Tax Return claiming such credit. or offset). The Acquirer shall, and shall cause the members of the Company Group, to take all reasonable actions necessary, or requested by the Seller, to timely claim any Tax refunds that will give rise to a payment under this Section 5.11(g). Notwithstanding the foregoing, in the event it is subsequently determined that any Tax refund or Tax credit for which the Acquirer made a payment hereunder was improperly obtained or otherwise disallowed, the Seller shall pay to the Acquirer an amount equal to the amount such Tax refund or Tax credit so disallowed (not exceeding the amount of the applicable Tax refund or Tax credit for which

Acquirer made a payment to the Seller Representative under this Section 5.11(g)) within ten (10) days after delivery of a written notice to the Seller of such determination or disallowance. Payments under this paragraph (g) shall be treated as adjustments to the Merger Consideration.

(h) Post-Closing Actions. Acquirer shall not permit the Company or any of its Affiliates to take any action on the Closing Date that could increase Seller's liability for Taxes or reduce the amount of any Tax refund or Tax credit of Seller. None of the Acquirer, the Company Group nor any of their respective Affiliates shall (or shall cause or permit any members of the Company Group or their Subsidiaries) to (i) file, amend, re-file or otherwise modify any Tax Return relating in whole or in part to the Company or any of its Subsidiaries, with respect to any Pre-Closing Tax Period, (ii) make any Tax election pursuant to Sections 336 or 338 of the Code in connection with the transactions contemplated hereby, or any other election that has retroactive effect to any Pre-Closing Tax Period of any member of the Company Group or their Subsidiaries or Affiliates, (iii) file any ruling or request with any taxing authority that relates to Taxes or Tax Returns of the Company or any of its Subsidiaries or their Affiliates for a Pre-Closing Tax Period, or (iv) enter into any voluntary disclosure with any taxing authority regarding any Tax or Tax Returns of the Company or any of its Subsidiaries for a Pre-Closing Tax Period (including any voluntary disclosure with a taxing authority with respect to filing Tax Returns or paying Taxes for any Pre-Closing Tax Period in a jurisdiction that the Company did not previously file a Tax Return or pay Taxes), in each case, without the prior written consent of the Seller, which shall not be unreasonably withheld, delayed or conditioned.

5.12 Insurance; Indemnification of Directors and Officers.

(a) Insurance.

(i) Following the Closing and for the duration of the term of the Transition Services Agreement, with respect to claims for events or Damages related to the Company Products with respect to pre-Closing occurrences that are covered by Seller's occurrence-based third-party liability insurance policies (the "***Available Insurance Policies***"), subject in all cases to the terms and limitations of such policies (such claims, the "***Valid Pre-Closing Claims***"), (A) Acquirer may promptly notify Seller in writing of any matter that is reasonably expected to give rise to a Valid Pre-Closing Claim under any such Available Insurance Policy (provided that the failure to promptly notify Seller shall not relieve Seller from its obligations under clause (B), except to the extent that such failure invalidates the validity of any purportedly Valid Pre-Closing Claim), and (B) Seller shall, and shall cause its Affiliates to, (1) make Valid Pre-Closing Claims and reasonably pursue and seek to recover on such claims under the terms of the applicable Available Insurance Policies and (2) reasonably promptly deliver to Acquirer any insurance proceeds received with respect thereto (calculated net of reasonable expenses incurred in procuring such recovery and any increase in premiums or retroactive premium adjustments or chargebacks paid by or on behalf of Seller to the extent resulting from such claims, and taking into account the available coverage under each Available Insurance Policy, it being understood that such coverage shall first be available to satisfy other claims of Seller or its Affiliates that are pending under such policy at the time the claim for the benefit of Acquirer is made); provided that, unless otherwise deducted from the proceeds received by Acquirer, Acquirer shall pay (or reimburse Seller for), without duplication, any deductibles, retentions, loss-sensitive, self-insurance amounts or other costs, in each case, to the extent resulting from any Valid Pre-Closing Claim made by Seller or its Affiliates on behalf of any of Acquirer or the Company Group under such policies for Valid Pre-Closing Claims. For the avoidance of doubt, Acquirer shall be liable for all uninsured, uncovered, unavailable or uncollectible Damages associated with any such Valid Pre-Closing Claim. Following the Closing, if permitted under the applicable Available Insurance Policy, Seller hereby authorizes Acquirer and its Subsidiaries, under the direction and control of Seller, to notify, make and pursue Valid Pre-Closing Claims as contemplated by this Section 5.12(a)(i) under the Available Insurance Policies, subject to the payment and reimbursement provisions set forth in the prior sentence.

Notwithstanding anything to the contrary herein, Seller shall not have any Liability or obligation to bring any Proceedings to obtain any insurance coverage for any Valid Pre-Closing Claim.

(ii) In connection with the pursuit of any Valid Pre-Closing Claim, Acquirer shall, and shall cause the Company Group to, fully cooperate with Seller in pursuing coverage for any Valid Pre-Closing Claim. If Acquirer or any of its Affiliates breach, or cause any member of Seller to breach, any terms or conditions of any Available Insurance Policies with respect to any Valid Pre-Closing Claim, Acquirer shall be solely responsible for, and shall bear the risk of any loss of coverage cause by such breach (and, in all events, the Acquirer shall bear the risk of any lack of coverage under the

Available Insurance Policies). Acquirer shall, and shall cause the Company Group to, use commercially reasonable efforts to pursue rights of recovery against third parties with respect to claims7, Liabilities, occurrences, accidents, events, matters, Proceedings or Damages for which the Company Group has the ability to mitigate via contract or tort and shall cooperate with Seller with respect to the pursuit of such rights.

(b) Indemnification of Directors and Officers.

(i) Each of Acquirer, Seller and Holdco2 agree that all rights to indemnification, advancement of expenses and exculpation from liability for or in connection with acts or omissions occurring at any time prior to or on the Closing Date (including in connection with this Agreement and the Transactions), that now exist in favor of any Person who prior to or on the Closing Date is or was a current or former director, manager, officer or employee of any member of the Company Group, or who at the request of Seller, Holdco2 or any of their respective Affiliates served prior to or on the Closing Date as a director, officer, member, manager, employee, trustee or fiduciary of any other entity of any type (each a "***D&O Indemnified Person***"), including as provided in the Governing Documents of any member of the Company Group (an "***Indemnity Agreement***"), will survive the Closing and will continue in full force and effect following the Closing Date. In furtherance (and not in limitation of) the foregoing, for the six (6) year period following the Closing Date, Acquirer will cause the Company Group to, and the Company Group will maintain in the Governing Documents of each applicable member of the Company Group provisions with respect to indemnification, advancement of expenses and exculpation from liability that in each such respect are at least as favorable to each D&O Indemnified Person as those contained in such member's Governing Documents as in effect on the date hereof, which provisions will not be amended, repealed or otherwise modified in any manner that would adversely affect the rights thereunder of any D&O Indemnified Person. Each Indemnity Agreement shall continue without termination, revocation, amendment or other modification that would adversely affect the rights thereunder of any D&O Indemnified Person, in each case in accordance with its terms.

(ii) If Acquirer or any member of the Company Group (or any of its successors or assigns) (A) consolidates with or merges into any other Person and is not the continuing or surviving corporation or entity of such consolidation or merger or (B) transfers all or substantially all of its properties and assets to any other Person (including by dissolution, liquidation, assignment for the benefit of creditors or similar action), then, and in each such case, proper provision will be made so that such other Person fully assumes the obligations set forth in this Section 5.12(b).

(iii) The provisions of this Section 5.12(b) shall survive the Closing. This Section 5.12(b) shall be for the irrevocable benefit of, and will be enforceable by, each D&O Indemnified Person and his or her respective heirs, executors, administrators, estates, successors and assigns, and each such Person will be an express intended third party beneficiary of this Agreement for such purposes. Acquirer will pay, or will cause the applicable member of the Company Group, as and when incurred by any Person referred to in the immediately preceding sentence, all fees, costs, charges and expenses (including attorneys' fees and expenses) incurred by such Person in enforcing such Person's rights under this Section 5.12(b). Notwithstanding anything in this Agreement to the contrary, the obligations under this

Section 5.12(b) will not be terminated, revoked, modified or amended in any way so as to adversely affect any Person referred to in the second sentence of this Section 5.12(b)(iii) without the written consent of such Person. With respect to any right to indemnification or advancement for actual or claimed acts or omissions occurring prior to or on the Closing Date (including in connection with this Agreement and the Transactions), the applicable member of the Company Group will be the indemnitor of first resort, responsible for all such indemnification and advancement that any D&O Indemnified Person may otherwise have from any direct or indirect stockholder or equity holder of any of the members of the Company Group (or any Affiliate of such stockholder or equity holder).

(iv) Notwithstanding anything to the contrary contained in this Section 5.12(b), Seller's directors and officers insurance policies, in each case as in effect as of the Closing Date, shall be the first and primary recourse for any indemnification to which any D&O Indemnified Person may be entitled under this Section 5.12(b). For the six (6) year period following the Closing Date, Seller

agrees to treat any such claim for indemnification against its directors and officers insurance policies as a Valid Pre-Closing Claim in accordance with Section 5.1(a).

5.13 Employee Matters.

(a) All Continuing Employees shall continue as employees of the Company Group as of and immediately following the Closing. For a period of at least one (1) year following the Closing Date, Acquirer shall cause to be provided to the Continuing Employees (i) base salary or wages, as applicable, and cash bonus opportunities (and excluding, for the avoidance of doubt, equity or equity-based bonus opportunities), in each case no less favorable than those provided to such Continuing Employees as of the Agreement Date and (ii) employee benefits that are no less favorable in the aggregate than those provided to the Continuing Employees as of the Agreement Date.

(b) As of the Closing Date, the Company Group shall cease to be participating employers in the Seller Benefit Plans that provide retirement, health or welfare benefits. With respect to each benefit plan, program, practice, policy or arrangement maintained by the Acquirer or any of its Affiliates (including the Company) following the Closing Date and in which any of the Continuing Employees participate (the "***Acquirer Plans***"), each Continuing Employee shall be credited with the same amount of service as was credited by the Company Group as of the Closing under similar or comparable Company Benefit Plans (including for purposes of eligibility to participate, vesting, benefit accrual and eligibility to receive benefits), except to the extent such service credit would result in any duplication of benefits. Acquirer shall use commercially reasonable efforts to cause each applicable Acquirer Plan to waive, to the extent permitted by applicable Law, eligibility waiting periods, evidence of insurability requirements and pre-existing condition limitations. To the extent permitted by applicable Law and to the extent applicable in the plan year that contains the Closing Date, Acquirer shall use commercially reasonable efforts to give the Continuing Employees credit under the applicable Acquirer Plan for amounts paid prior to the Closing Date during the calendar year in which the Closing Date occurs under a corresponding benefit plan for purposes of applying deductibles, co-payments and out of pocket maximums, as though such amounts had been paid in accordance with the terms and conditions of the Acquirer Plan.

(c) Acquirer shall cause an Acquirer Plan that is intended to be tax qualified under Section 401(a) of the Code ("***Acquirer 401(k) Plan***") to permit Continuing Employees with account balances in a Seller Benefit Plan intended to be qualified under Section 401(a) of the Code ("***Seller 401(k) Plan***") to roll over their account balances, and shall use commercially reasonable efforts to include any loans, to such Acquirer 401(k) Plan. Seller shall provide a matching contribution under the Seller 401(k) Plan with respect to each Continuing Employee's accrued matching contribution under the Seller 401(k) Plan as of the Closing Date for the portion of the plan year that includes the Closing Date for compensation earned prior to the Closing Date by contributing the Accrued 2022 401(k) Match to the Seller 401(k) Plan.

(d) Prior to the Closing, the Company Group shall pay discretionary annual bonuses for the performance period ended December 31, 2021, as determined in Seller's sole discretion, and any commissions or other cash incentives with respect to performance periods ending on or before the Closing Date to the extent payable prior to the Closing in the Ordinary Course of Business. With respect to any other commissions or other cash incentives for performance periods ending on or after January 1, 2022 and on or before the Closing Date, Acquirer shall cause the Company Group to pay out the incentives thereunder in accordance with the terms thereof and consistent with past practice. With respect to performance periods in progress as of the Closing Date for any annual cash bonuses, commissions or other cash incentives, Acquirer shall cause the Company Group to maintain the terms of such programs in effect for the remainder of such performance periods and to pay out the incentives thereunder in accordance with such terms and consistent with past practice.

(e) Prior to the Closing, Seller may in its sole discretion accelerate the vesting of equity and equity based incentive awards held by Company Employees under Seller's equity incentive plans, and may in its sole discretion extend the exercise period of stock options held by Company Employees under Seller's equity incentive plans to the one (1) year anniversary of the Closing Date.

(f) Acquirer shall provide COBRA continuation coverage to each Continuing Employee who is an "M&A qualified beneficiary" (within the meaning of Treasury Regulation Section 54.4980B-9) in connection with the Transactions. Seller shall provide COBRA continuation coverage to each individual who is an M&A qualified beneficiary in connection with the Transactions and is not a Continuing Employee.

(g) As soon as practicable following the Agreement Date, Acquirer and the Company's Chief Executive Officer shall mutually consult regarding the terms of an equity and cash retention pool for the benefit of certain Company Employees.

(h) Prior to the Closing, the Company shall use its commercially reasonable efforts (which for the avoidance of doubt shall not require the Company to pay any consideration) to obtain executed confirmatory assignments of Intellectual Property, in form and substance reasonably satisfactory to Acquirer, from any Authors that have not previously executed such agreements.

(i) Nothing contained in this Section 5.13 shall, or shall be construed so as to,
(j) prevent or restrict in any way the right of Acquirer to terminate reassign, promote or demote any employee, consultant, director or other service provider (or to cause any of the foregoing actions) at any time following the Closing, or to change (or cause the change of) the title, powers, duties, responsibilities, functions, locations, or conditions of employment or service, to the extent not covered by this Section 5.13, of any such employee, consultant, director or other service provider at any time following the Closing, (ii) constitute an amendment or modification of any Company Benefit Plan or other employee benefit plan, (iii) create any third-party rights in any such current or former employee, consultant, director or other service provider (including any beneficiary or dependent thereof) or (iv) except as set forth in Section 5.13(c)obligate Acquirer or any of its Affiliates to adopt or maintain any particular plan or program or other compensatory or benefits arrangement at any time or prevent Acquirer or any of its Affiliates from modifying or terminating any such plan, program or other compensatory or benefits arrangement at any time.

5.14 Transition Services Agreement and Accounts Receivable.

(a) During the Pre-Closing Period, the Parties shall cooperate with each other and promptly negotiate and finalize the Transition Services Agreement covering the provision of certain transition services from Seller and its relevant Affiliates to the Company Group, acting reasonably and in

good faith. In connection with the foregoing, Seller and Acquirer will take any other actions reasonably required to identify and define the services provided by Seller and its relevant Affiliates to the Company Group prior to Closing that are material to or reasonably necessary for the conduct of the Business following the Closing. The Transition Services Agreement shall cover transition services permitted under applicable Law and reasonably necessary for the conduct of Business by the Company Group following the Closing and provision that relate to the matters set forth in Schedule 5.14(a). All such transition services will be provided at Seller's cost, without markup or margin, in accordance with applicable Laws and at the same or better standard of service as such services were provided to the Company Group prior to Closing. Individual Transition Services Agreements shall be established for each jurisdiction other than the United States in which the applicable Business, service recipients or service providers are located or are organized, as mutually agreed by Seller and Acquirer, in substantially the form of the Transition Services Agreement.

(b) If, following the Closing, Seller or any of its Affiliates receive payment of a receivable that should have been paid to Company Group, Seller shall notify Acquirer and deliver such payment to Acquirer or its designee promptly following the receipt thereof. Acquirer may direct all relevant trade debtors to make payment on such receivables to Acquirer's specified address and/or account.

5.15 Prohibited Activities.

(a) Seller shall not, and shall not permit or cause any of its controlled Affiliates to, at any time prior to four (4) years from the Closing, directly or indirectly, (i) solicit the employment or services (whether as an employee, consultant, independent contractor or otherwise) of any employee of

the Company Group as of Closing or any Person who had been an employee of the Company Group within the twelve (12) month period immediately preceding the Closing, without Acquirer's prior written consent, or

(ii) hire in any capacity (whether as an employee, consultant, independent contractor or otherwise) any Key Employee, unless such Person has been terminated by Acquirer or any of its Affiliates subsequent to the Closing and who has not been employed or engaged by the Company Group for a period of at least six (6) months prior to the date of such hire, without Acquirer's prior written consent. For purposes of this Section 5.15(a), the terms "solicit the employment or services" shall be deemed not to include generalized searches for employees through media advertisements of general circulation, employment search firms, open job fairs or otherwise.

(b) Seller shall not, and shall not permit, cause or encourage any of its controlled Affiliates to, for a period of four (4) years following the Closing, directly or indirectly, for Seller or on behalf of or in conjunction with any other Person (other than Acquirer and its Affiliates, including the Company Group) engage in the Business anywhere in the world.

5.16 Subsidiary Compliance. Acquirer shall cause each Merger Sub to comply with all of such Merger Sub's obligations under or relating to this Agreement and, prior to the Closing, each of Seller, the Company and Holdco2 shall cause the Company Group to comply with all of the Company Group's obligations under or relating to this Agreement.

5.17 Pre-Closing Restructuring. Seller and the Company Parties shall use their respective reasonable best efforts to, as soon as reasonably practicable following the Agreement Date, complete the Pre-Closing Restructuring in accordance with the steps set forth on Schedule D and obtain and deliver to Acquirer written confirmation from the IRS (or other evidence reasonably satisfactory to Acquirer) stating that the Company will retain its EIN following completion of the Transactions.

ARTICLE 6 CONDITIONS TO THE MERGERS

6.1 Conditions to Obligations of Each Party to Effect the Merger. The respective obligations of each Party to consummate the Transactions shall be subject to the satisfaction or waiver in writing at or prior to the Closing of each of the following conditions:

(a) Stockholder Approval. The Holdco2 Stockholder Approval shall have been duly and validly obtained and the Acquirer Stockholder Approval shall have been duly and validly obtained.

(b) Illegality. No Order issued by any court of competent jurisdiction preventing the consummation of the Mergers shall be in effect, and no action shall have been taken by any Governmental Authority seeking the foregoing, and no Law or Order shall have been enacted or entered that makes the consummation of the Mergers illegal.

(c) Governmental Approvals. All filings with and approvals of any Governmental Authority required to be made or obtained prior to the Closing and in connection with the Mergers shall have been made or obtained and shall be in full force and effect, and the applicable waiting period under the HSR Act, including any extensions thereof agreed to by the parties and the relevant Governmental Authority, shall have expired or early termination of such waiting period shall have been granted by the applicable Governmental Authority (the "***Antitrust Condition***").

6.2 Additional Conditions to Obligations of Seller and the Company Group. The obligations of Seller and the Company Parties to consummate the Transactions shall be subject to the satisfaction or waiver at or prior to the Closing of each of the following conditions (it being understood and agreed that each such condition is solely for the benefit of Seller and the Company Parties and may be waived only by Seller (on behalf of itself and/or the Company Parties) in writing in its sole discretion without notice or Liability to any Person):

(a) Representations, Warranties and Covenants. The representations and warranties made by Acquirer herein shall be true and correct in all material respects (except for such representations and warranties that are qualified by their terms by a reference to materiality or Material

Adverse Effect, which representations and warranties as so qualified shall be true and correct in all respects) on and as of the Agreement Date and on and as of the Closing Date as though such representations and warranties were made on and as of such dates (except for representations and warranties that address matters only as to a specified date or dates, which representations and warranties shall be true and correct with respect to such specified date or dates). Acquirer shall have performed and complied in all material respects with all covenants, agreements and obligations herein required to be performed and complied with by Acquirer at or prior to the Closing.

(b) Receipt of Closing Deliveries. Seller, the Company or Holdco2 shall have received each of the agreements, instruments, certificates and other documents set forth in Section 2.3(c) (other than clause (iv) thereof, which shall be delivered upon Closing as set forth in and in accordance with Section 2.5(a)(i)).

(c) No Material Adverse Effect. There shall not have occurred a Material Adverse Effect (substituting, in each case, "the Acquirer" for references to the Company Group or Company Parties) with respect to the Acquirer and its Subsidiaries (taken as a whole) that is continuing.

(d) Nasdaq Listing. The Stock Consideration issuable pursuant to this Agreement in connection with the Mergers (including pursuant to Section 2.7) shall have been approved for listing on Nasdaq (or any successor national securities exchange thereto), subject to official notice of issuance.

6.3 Additional Conditions to the Obligations of Acquirer. The obligations of Acquirer and the Merger Subs to consummate the Transactions shall be subject to the satisfaction or waiver at or prior to the Closing of each of the following conditions (it being understood and agreed that each such condition is solely for the benefit of Acquirer and the Merger Subs and may be waived by Acquirer (on behalf of itself and/or Merger Sub) in writing in its sole discretion without notice or Liability to any Person):

(a) Representations, Warranties and Covenants. (i) The Company Fundamental Representations (other than those representations and warranties contained in Section 3.12 (Taxes)) shall be true and correct in all respects on and as of the Agreement Date and on and as of the Closing Date as though such representations and warranties were made on and as of such dates (except for representations and warranties that address matters only as to a specified date or dates, which representations and warranties shall be true and correct with respect to such specified date or dates); (ii) all other representations and warranties (including those contained in Section 3.12 (Taxes)) made by the Company Parties and Seller herein shall be true and correct in all material respects (except for such representations and warranties that are qualified by their terms by a reference to materiality or Material Adverse Effect, which representations and warranties as so qualified shall be true and correct in all respects) on and as of the Agreement Date and on and as of the Closing Date as though such representations and warranties were made on and as of such dates (except for representations and warranties that address matters only as to a specified date or dates, which representations and warranties shall be true and correct with respect to such specified date or dates); and (iii) each of Seller and the Company Parties shall have performed and complied in all material respects with all covenants, agreements and obligations herein required to be performed and complied with by Seller and the Company Parties, respectively, at or prior to the Closing.

(b) Receipt of Closing Deliveries. Acquirer shall have received each of the agreements, instruments, certificates and other documents set forth in Section 2.3(b).

(c) Injunctions or Restraints on Conduct of Business. No Order issued by any court of competent jurisdiction or other legal or regulatory restraint or prohibition materially limiting or restricting Acquirer's ownership, conduct or operation of the Business following the Closing shall be in effect, and no Proceeding seeking any of the foregoing shall be pending or threatened.

(d) No Material Adverse Effect. There shall not have occurred a Material Adverse Effect with respect to the Company Group (taken as a whole) that is continuing.

(e) Financial Statements. Holdco2 shall have delivered to Acquirer, on or prior to five days prior to the Closing, the Required Financial Statements; provided that, the financial statements

required by Item 9.01(a) and (b) of Form 8-K shall not be a condition to the Closing if the 71-day grace period provided by Item 9.01(a)(3) of Form 8-K shall then be available to Acquirer.

(f) Completion of the Pre-Closing Restructuring. Prior to the Closing, Seller and the Company Parties shall have completed the Pre-Closing Restructuring in accordance with the steps set forth on Schedule D and Holdco2 shall have delivered to Acquirer written confirmation from the IRS (or other evidence reasonably satisfactory to Acquirer) stating that the Company will retain its EIN following completion of the Transactions (the "***Pre-Closing Restructuring Condition***").

(g) Key Employee. Katherine Stueland shall have remained continuously employed on a full-time basis with the Company through the Closing, Ms. Stueland's Key Employment Agreement

shall continue to be in full force and effect and no action shall have been taken by Ms. Stueland to repudiate or rescind such agreement and Ms. Stueland shall, as of the Closing, be ready, willing and able to perform the duties contemplated by the Key Employment Agreement following the Closing.

(h) Required Closing Contracts. A member of the Company Group and the applicable Third Parties shall have entered into the Required Closing Contracts and delivered copies thereof to Acquirer (together with the condition set forth in Section 2.3(b)(xii), the "***Required Consent Condition***").

ARTICLE 7 TERMINATION

7.1 Termination. At any time prior to the Closing, this Agreement may be terminated and the Mergers abandoned by authorized action taken by the terminating Party or Parties, whether before or after the Holdco2 Stockholder Approval is obtained:

(a) by mutual written consent of Acquirer and Seller duly authorized by the Acquirer Board and the Seller Board, respectively;

(b) by either Acquirer or Seller, by written notice to the other, if the Closing shall not have occurred on or before August 14, 2022 or such other date that Acquirer and Seller may agree upon in writing (the "***Termination Date***"); provided that Acquirer or Seller may, by written notice to the other such Party, extend the Termination Date to October 14, 2022 if, as of the initial Termination Date, (A) any one or more of the Antitrust Condition, Pre-Closing Restructuring Condition and Required Consent Condition shall not have been satisfied and (B) all of the other conditions to the Closing set forth in Article 6 shall have been satisfied or waived (other than the conditions that, by their terms, are intended to be satisfied at the Closing, which conditions only need to be capable of being satisfied at the Closing); provided, further, that the right to terminate this Agreement under this Section 7.1(b) shall not be available to any party whose breach of any covenant, agreement or obligation hereunder will have been the principal cause of, or shall have directly resulted in, the failure of the Closing to occur on or before the Termination Date;

(c) by either Acquirer or Seller, by written notice to the other, if any Order of a Governmental Authority of competent authority preventing the consummation of the Mergers shall have become final and non-appealable;

(d) by Acquirer, by written notice to Seller, if (i) there shall have been an inaccuracy in any representation or warranty made by, or a breach of any covenant, agreement or obligation of, the Company Parties or Seller herein and such inaccuracy or breach shall not have been cured within 30 days after receipt by Seller of written notice from Acquirer of such inaccuracy or breach and, if not cured within such period and at or prior to the Closing, such inaccuracy or breach would result in the failure of any of the conditions set forth in Section 6.1 or Section 6.3 to be satisfied (provided that no such cure period shall be available or applicable to any such breach that by its nature cannot be cured); (ii) the Holdco2 Stockholder Approval is not obtained within seven (7) days following the execution of this Agreement; or

(e) by Seller, by written notice to Acquirer, if there shall have been an inaccuracy in any representation or warranty made by, or a breach of any covenant, agreement or obligation of, Acquirer or any of the Acquirer Parties herein and such inaccuracy or breach shall not have been cured within 30 days after receipt by Acquirer of written notice from Seller of such inaccuracy or breach and, if not cured within such period and at or prior to the Closing, such breach would result in the failure of any of the conditions set forth in Section 6.1 or Section 6.2 to be satisfied (provided that no such cure period shall be available or applicable to any such inaccuracy or breach that by its nature cannot be cured).

7.2 Effect of Termination. In the event of termination of this Agreement as provided in Section 7.1, this Agreement shall forthwith become void and there shall be no Liability on the part of the Parties or their respective officers, directors, stockholders or Affiliates; provided that (i) Section 5.4 (Confidentiality; Public Disclosure), this Section 7.2 (Effect of Termination), Article 9 (Miscellaneous) and any related definition provisions in or referenced in Article 1 (Definitions) and the Confidentiality Agreement shall remain in full force and effect and survive any termination of this Agreement and (ii) nothing herein shall relieve any party hereto from Liability in connection with any intentional misrepresentation made by, or a willful breach of any covenant, agreement or obligation of, such party herein.

ARTICLE 8 INDEMNIFICATION

8.1 Survival of Representations; Claims Period.

(a) The representations and warranties contained in Article 3 and Article 4 that are not Fundamental Representations shall survive the Closing until the date that is 12 months following the Closing Date and the Fundamental Representations shall survive until the expiration of the applicable statute of limitations. All of the covenants and other agreements of the Parties contained in this Agreement to be performed at or prior to the Closing shall survive until the date that is 12 months following the Closing Date and all other covenants and other agreements of the Parties contained in this Agreement shall survive until fully performed or fulfilled. The period during which an Acquirer Indemnified Party may assert a claim for indemnification in respect of any of the matters set forth in clauses (iii) through (vi) of Section 8.2(a) shall survive indefinitely, except for the Repayment Obligations Indemnity, which period shall expire on the date that is two years following the Closing Date.

(b) Any claim for indemnification under this Article 8 must be asserted by a Claim Notice within the applicable survival period contemplated by Section 8.1(a), and if such a Claim Notice is given within such applicable period, the survival period for such representation, warranty, covenant or other agreement solely with respect to such claim shall continue until the claim is fully resolved.

8.2 Indemnification.

(a) From and after the Closing, subject to the provisions of this Article 8, Seller shall indemnify, defend and hold harmless each Acquirer Party and each of its Affiliates (including, after the Closing, the Surviving Entity and the other members of the Company Group) and each Acquirer Party's Representatives (the "***Acquirer Indemnified Parties***") from and against any and all damages, claims, losses, costs, Liabilities, expenses or amounts paid in settlement, including interest, fines, penalties, reasonable attorneys' fees and expenses of investigation, defense, enforcement of this Agreement and remedial action (collectively, "***Damages***"), asserted against, suffered, sustained, accrued or incurred by such Acquirer Indemnified Party as a result of or relating to:

(i) the breach of, or any inaccuracy in, any representation or warranty of the Company Parties or Seller in this Agreement or the Transaction Certificates to be true and correct on the Agreement Date and as of the Closing Date as if made on and as of the Closing Date (except that any such representations and warranties which by their express terms are made solely as of an earlier date shall be true and correct as of such earlier date); provided that (x) all materiality qualifications (such as "material" and "Material Adverse Effect", other than the use of the word "Material" as part of any defined term) in such representations and warranties shall be disregarded for purposes of this Article 8 in determining the

amount of Damages associated with a breach (but not, for the avoidance of doubt, for purposes of determining whether or not a breach has occurred) and (y) and with respect to the representations and

warranties in Sections 3.19(b), 3.19(h), 3.19(i), 3.19(p), 3.20(a), 3.20(e), 3.20(f) and 3.20(g) all Knowledge qualifications (such as , "to the Knowledge of the Company") shall be disregarded for purposes of determining whether or not a breach has occurred);

(ii) any breach of or failure to perform any covenant or obligation of the Company or Seller under this Agreement;

(iii) any Liabilities not related to the Business;

(iv) any Indebtedness of the Company Group or Transaction Expenses to the extent not taken into account in the calculation of the Cash Consideration in accordance with this Agreement, as finally determined in accordance with Section 2.6;

(v) any Pre-Closing Taxes or

(vi) any matter set forth on Schedule 8.2(a)(vi).

(b) From and after the Closing, subject to the provisions of this Article 8, Acquirer shall indemnify, defend and hold harmless Seller and each of its Affiliates (excluding, after the Closing, the Surviving Entity and the other members of the Company Group) and Seller and such Affiliates' respective Representatives (the "***Seller Indemnified Parties***" and together with the Acquirer Indemnified Parties, the "***Indemnified Parties***") from and against any and all Damages asserted against, suffered, sustained, accrued or incurred by such Seller Indemnified Party as a result of or relating to:

(i) the breach of, or any inaccuracy in, any representation or warranty of the Acquirer Parties in this Agreement or the Transaction Certificates to be true and correct on the Agreement Date and as of the Closing Date as if made on and as of the Closing Date (except that any such representations and warranties which by their express terms are made solely as of an earlier date shall be true and correct as of such earlier date), or in the case of a Third Party Claim, any allegation that, if true, would constitute or evidence such a breach of, or inaccuracy in, any such representation or warranty; provided that all materiality qualifications (such as "material" and "Material Adverse Effect", other than the use of the word "Material" as part of any defined term) in such representations and warranties shall be disregarded for purposes of this Article 8 in determining the amount of Damages associated with a breach (but not, for the avoidance of doubt, for purposes of determining whether or not a breach has occurred); or

(ii) any breach of or failure to perform any covenant or obligation of Company Parties or Seller under this Agreement.

(c) The term "***Damages***" as used in this Article 8 is not limited to Third Party Claims, but includes Damages incurred or sustained by an Indemnified Party in the absence of Third Party Claims, and payments by an Indemnified Party shall not be a condition precedent to recovery; provided that Damages shall only include punitive damages to the extent such Indemnified Party is actually determined to be liable by a final judgment of the highest court with jurisdiction over the matter to a Third Party for such Damages in connection with a Third Party Claim and such Damages are indemnifiable pursuant to this Article 8. "Damages" shall not include consequential damages (except to the extent such damages would be reasonably foreseeable).

(d) Other than with respect to any claim for Fraud, no Indemnified Party shall be required to show reliance on any representation, warranty, covenant or agreement in order for such Indemnified Party to be entitled to indemnification, compensation or reimbursement in accordance with this Article 8.

8.3 Notice of Claims.

(a) Any Indemnified Party seeking indemnification hereunder shall, within the relevant limitation period provided for in Section 8.1, give to the relevant indemnifying Party (the "***Indemnifying Party***") a notice (a "***Claim Notice***") describing in reasonable detail the facts giving rise to

such claim for indemnification and shall include in such Claim Notice whether such claim relates to a claim by a Third Party against such Indemnified Party (a "***Third Party Claim***") and (if then known) the amount or the method of computation of the amount of such claim, and a reference to the provision of this Agreement or Transaction Certificate upon which such claim is based; provided, that a Claim Notice in respect of any Proceeding by or against a Third Party as to which indemnification shall be sought shall be given promptly after the Indemnified Party becomes aware that such Proceeding has been commenced; and provided, further, that failure to give such notice shall not affect such Indemnified Party's right to indemnification hereunder except to the extent the Indemnifying Party shall have been materially prejudiced by such failure.

(b) Except in the case of a Third Party Claim, the Indemnifying Party shall have twenty (20) Business Days following receipt of any Claim Notice pursuant hereto to (i) agree to such indemnification claims and the amount or method of determination set forth in the Claim Notice and satisfy such indemnification claim in accordance with Section 8.6 or (ii) to provide such Indemnified Party with notice that it disagrees with any such indemnification claim or the amount or method of determination set forth in the Claim Notice and thereafter comply with the dispute resolution provisions set forth in Section 2.9(a).

8.4 Third Party Claims.

(a) The Indemnifying Party shall have the right to conduct (at the Indemnifying Party's expense) the defense of a Third Party Claim with counsel reasonably satisfactory to the Indemnified Party, upon delivery of notice to such Indemnified Party (the "***Defense Notice***") within twenty (20) days after the Indemnifying Party's receipt of the Claim Notice; provided that the Defense Notice shall specify the counsel the Indemnifying Party will appoint to defend such Third Party Claim. The Indemnified Party shall be entitled to be indemnified for the reasonable fees and expenses of counsel for any period during which the Indemnifying Party has not assumed the defense of any such Third Party Claim in accordance herewith. If the Indemnifying Party delivers a Defense Notice and thereby elects to conduct the defense of the Third Party Claim, (i) such Indemnified Party will reasonably cooperate with and make available to the Indemnifying Party such assistance and materials as the Indemnifying Party may reasonably request, all at the sole expense of the Indemnifying Party, (ii) the Indemnified Party shall have the right at its sole expense to participate in the defense (including any discussions or negotiations in connection with the settlement, adjustment or compromise) of such Third Party Claim assisted by counsel of its own choosing, (iii) the Indemnifying Party shall deliver to the Indemnified Party, reasonably in advance so as to provide the Indemnified Party a reasonable opportunity to review and comment, copies of all pleadings, notices, offers of settlement and communications with respect to such Third Party Claim to the extent that receipt of such documents does not affect any privilege relating to the Indemnifying Party, subject to execution by the Indemnified Party of the Indemnifying Party's (and, if required, such third party's) standard non-disclosure agreement if and to the extent that such materials contain confidential or proprietary information and (iv) the Indemnifying Party shall keep the Indemnified Party reasonably apprised of developments with respect to such Third Party Claim and the defense thereof, and shall consider, in good faith, any recommendations made by the Indemnified Party with respect thereto.

(b) Notwithstanding the foregoing, the Indemnifying Party shall not be entitled to control the defense of any Third Party Claim if: (i) such claim for indemnification is with respect to a Proceeding (A) by a Governmental Authority, (B) that would reasonably be expected to result in a Material Adverse Effect with respect to the Surviving Entity and the probable Damage with respect to such Third Party Claim exceed the amount for which the Indemnifying Party could be liable pursuant to this this Article 8, or (C) regarding material Company IP, (ii) the applicable Indemnified Party has been advised by counsel that a material conflict of interest exists between the Indemnifying Party and such Indemnified Party with respect to such Third Party Claim, (iii) the Indemnifying Party has failed to deliver the Defense Notice or is failing to adequately prosecute or defend such Third Party Claim, (iv) such Third Party Claim seeks an injunction or other equitable relief against such Indemnified Party, (v) the amount of such claim for indemnification exceeds the Merger Consideration or (vi) such Third Party Claim relates to the Repayment Obligations Indemnity. In the event of any of the foregoing circumstances where the Indemnified Party has nonetheless permitted the Indemnifying Party to control the defense of a Third Party Claim, the Indemnified Party shall be entitled to retain one counsel, at the expense of the

Indemnifying Party; provided, that if in the reasonable opinion of counsel to the Indemnified Party, (A) there are legal defenses available to an Indemnified Party that are different from or additional to those available to the Indemnifying Party; or (B) there exists a conflict of interest between the Indemnifying Party and the Indemnified Party that cannot be waived, the Indemnifying Party shall be liable for the reasonable fees and expenses of one counsel to the Indemnified Party. If the Indemnifying Party elects not to compromise or defend such Third Party Claim or is not entitled to assume the defense under the terms of this Agreement, the Indemnified Party may pay, settle, compromise and defend such Third Party Claim and seek indemnification for any and all Damages to the extent indemnifiable pursuant to Section 8.2(a). If an Indemnified Party settles a Third Party Claim without the prior written consent of the applicable Indemnifying Party (such consent not to be unreasonably withheld, conditioned or delayed), such settlement shall not be determinative of the amount or existence of Damages for which the Indemnifying Party is liable hereunder; provided, that, in no event shall the Indemnifying Party be liable for any amount in excess of the Damages awarded or agreed upon with respect to such settlement, together with the reasonable expenses of defending such claim and pursuing recovery hereunder.

(c) The Indemnifying Party shall not, without the prior written consent of the applicable Indemnified Party: (i) settle a Third Party Claim or consent to the entry of any Proceeding which does not include an unconditional, duly authorized, fully executed and acknowledged written release by the claimant or plaintiff of the Indemnified Parties from all liability in respect of the Third Party Claim;
(ii) settle any Third Party Claim if the settlement imposes equitable remedies or other obligations on any Indemnified Party; or (iii) settle any Third Party Claim if the result is to admit civil or criminal liability or culpability on the part of any Indemnified Party that could give rise to criminal liability with respect to any Indemnified Party.

8.5 Limitations on Indemnity.

(a) Deductible; Liability Cap. With respect to any claim for indemnification pursuant to Section 8.2(a)(i), Section 8.2(a)(ii), Section 8.2(b)(i) or Section 8.2(b)(ii) (other than in respect of Fundamental Representations, covenants to be performed following the Closing or Fraud) (collectively, "***General Claims***"):

(i) the Indemnifying Party shall not be liable for, and no Indemnified Party shall have a right to deliver a Claim Notice in respect of, any such individual General Claim or series of such related General Claims arising out of the same or related facts and circumstances where the Damages are less than $25,000 ("***De Minimis Claims***"), and no De Minimis Claims shall be included in the calculation used to determine whether the Deductible shall have been satisfied;

(ii) the Indemnifying Party shall not be liable for any such General Claims (or series of related General Claims) unless and until the aggregate of all indemnifiable Damages that may be recovered from such Indemnifying Party pursuant to Section 8.2(a)(i) or Section 8.2(b)(i), as applicable,
exceeds $5,565,000 (the "***Deductible***") and then such Indemnifying Party shall be liable only for those amount in excess of the Deductible; and

(iii) the maximum aggregate Liability of an Indemnifying Party with respect to General Claims shall not exceed an amount equal to the Escrow Amount.

(b) Maximum Liability Absent Fraud.

(i) Except in the case of (i) Fundamental Claims involving Third Party Claims and (ii) Fraud, no Indemnifying Party shall be liable under this Article 8 for an aggregate amount in excess of the actual amount of the Merger Consideration paid to Seller (it being agreed that, for purposes of calculating such amount, the shares of Acquirer Stock received by Seller shall be deemed to have a value equal to the Share Value); provided that, with respect to the Repayment Obligations Indemnity, Seller's maximum liability under this Article 8 shall not exceed an amount equal to $35,000,000.

(ii) In the case of (i) Fundamental Claims (other than the Repayment Obligations Indemnity, which shall be limited as set forth in Section 8.5(b)(i)) involving Third Party Claims or (ii) Fraud, no Indemnifying Party shall be liable under this Article 8 for an aggregate amount in excess of the actual amount of the Total Merger Consideration paid to Seller.

(c) Insurance Proceeds; Tax Benefits.

(i) The amount of any Damages suffered by any Indemnified Party shall be calculated after giving effect to any payments from insurance, indemnity, contribution or other similar sources of recovery, in each case net of any related costs and expenses of the Indemnified Party, including the aggregate cost of pursuing insurance claims, incremental increases in insurance premiums or other chargebacks, legal fees, costs of investigation and other related expenses (each, a "***Net Payment***"). If an Indemnified Party receives a Net Payment after receiving payment from an Indemnifying Party with respect to the same Damages, and as a result the Indemnified Party has recovered amounts in excess of the total amount of the Damages, then the Indemnified Party shall promptly reimburse the Indemnifying Party the amount of such excess. With respect to any indemnifiable Damages, if and to the extent required by applicable Law, an Indemnified Party shall use its commercially reasonable efforts to mitigate any Damages for which it seeks indemnity hereunder.

(ii) The amount of any Damages for which an indemnity is to be provided hereunder shall be reduced by the amount of any actual net reduction in Taxes paid by the Company Group, their Subsidiaries and Affiliates (including Acquirer and any parent corporation of a consolidated or combined group which any member of the Company Group and/or its Subsidiaries may become a member of) as a result of incurring such Damages to the extent such reduction in Taxes arises in the year in which such Damages are incurred or in the three (3) years immediately after the year in which such Damages are incurred, determined on a "with and without" basis. To the extent an Indemnified Party or any of its Affiliates realizes a greater Tax benefit with respect to particular Damages in the year the Damages are incurred or in the three (3) years immediately after the year in which such Damages were incurred subsequent to a payment by the Indemnifying Party in respect of such Damages than was taken into account at the time of such payment, then such Indemnified Party shall promptly reimburse the Indemnifying Party for any such payment up to the amount of such greater Tax benefit.

8.6 Payment of Indemnification Claims; Release of Escrow Amount; Set-off.

(a) In the event a claim for indemnification under this Article 8 shall have been finally determined, the amount of the related Damages (after taking into account the limitations of Section 8.5):

(i) shall, in the case of a General Claim, not exceed the Escrow Amount and, subject to Section 8.6(b), the Acquirer Indemnified Parties' sole and exclusive recourse against Seller shall be against the Escrow Account (with any such recoveries satisfied 25% in cash and 75% in shares of Acquirer Stock (based on the Share Value)); and

(ii) may, in the case of any claim for indemnification under Section 8.2(a) or Section 8.2(b) (including in respect of Fundamental Representations and covenants to be performed following the Closing) that is not a General Claim (collectively, the "***Fundamental Claims***"), be satisfied:
(A) in the case of claims against Seller: (1) against the Escrow Account, (2) by way of set-off against any Milestone Payment or (3) directly against Seller (it being agreed that, unless otherwise directed by Acquirer, Seller shall satisfy its portion of any such claim through a combination of cash payment and surrender to Acquirer of the number of shares of Acquirer Stock based on the Share Value pro rata in proportion to the relative proportions of Stock Consideration and Cash Consideration) and (B) in the case of claims against Acquirer, directly against Acquirer.

Any claim, the Indemnifying Party's Liability therefor and the amount of the related Damages shall be "***finally determined***" when the parties to such claim have so determined by mutual written agreement or, if disputed, when a final and non-appealable Order of a court of competent jurisdiction shall have been entered concerning such matters.

(b) Notwithstanding anything to the contrary contained herein, the amounts that an Acquirer Indemnified Party recovers from the Escrow Account with respect to Fundamental Claims shall not reduce the amount that an Acquirer Indemnified Party may recover with respect to General Claims. By way of illustration and not limitation, assuming there are no other claims for indemnification, compensation or reimbursement, in the event that Damages resulting from a Fundamental Claim are first satisfied from the Escrow Account and such recovery fully depletes the Escrow Account, the maximum amount recoverable by an Acquirer Indemnified Party pursuant to a subsequent General Claim shall continue to be the Escrow Amount irrespective of the fact that the Escrow Account was used to satisfy such Fundamental Claim, such that the amount recoverable for such two claims would be the same regardless of the chronological order in which they were made.

(c) The Escrow Agent will hold the Escrow Amount in the Escrow Account until the Escrow Expiration Date. On or before the second (2nd) Business Day after the Escrow Expiration Date, Acquirer shall notify Seller in writing of the amount that Acquirer reasonably determines in good faith to be necessary to satisfy all pending claims for indemnification that have been asserted in any Claim Notice that was delivered to Seller at or prior to 11:59 p.m. Eastern time on the Escrow Expiration Date, but not resolved, at or prior to such time (each such claim a "***Continuing Claim***" and such amount, the "***Unresolved Escrow Amount***"). Within five Business Days following the Escrow Expiration Date, (i) Acquirer and Seller shall deliver a joint instruction to the Escrow Agent instructing the Escrow Agent to release and distribute to Seller (A) the amount then-remaining in the Escrow Account as of the Escrow Expiration Date, minus (B) an amount equal to the Unresolved Escrow Amount and (ii) Acquirer shall direct its transfer agent to remove any restrictive escrow legends from any shares of Acquirer Stock to be released from escrow to Seller.

(d) Following the Escrow Expiration Date, after resolution and payment of a Continuing Claim, (i) Acquirer and Seller shall deliver a joint instruction to the Escrow Agent instructing the Escrow Agent to release to Seller from the Escrow Account an amount in the aggregate equal to (A) the amount then-remaining in the Escrow Account as of the date of such resolution and payment, minus (B) the amounts then being held in the Escrow Account in respect of Continuing Claims that have not been resolved (which amounts will continue to be held as the Unresolved Escrow Amount) and (ii) Acquirer shall direct its transfer agent to remove any restrictive escrow legends from any shares of Acquirer Stock to be so released to Seller.

(e) If an amount has been claimed under a Claim Notice by an Acquirer Indemnified Party pursuant to Section 8.3(a) and finally determined, and if the Milestone Payments have not yet been fully paid pursuant to Article 2, Acquirer may set-off such finally determined amounts against any Milestone Payments not yet paid pursuant to Article 2, by deducting (i) cash on a dollar-for-dollar basis with respect to any portion of the Milestone Payments made in cash and/or (ii) by deducting a number of shares of Acquirer Stock equal to such finally determined amount divided by the Share Value with respect to Milestone Payments made in Acquirer Stock, subject to the limitations set forth in Section 8.5.

(f) Seller waives, and acknowledges and agrees that it shall not have and shall not exercise or assert (or attempt to exercise or assert), any right of contribution, right of indemnity or other right or remedy against any member of the Company Group for any indemnification claims asserted by any Acquirer Indemnified Party in connection with any indemnification obligation or any other Liability to which Seller may become subject under this Article 8, it being acknowledged and agreed that the representations, warranties, covenants and agreements of the Company Parties and Seller are solely for the benefit of Acquirer Indemnified Parties.

8.7 Remedies. Except as provided under Section 2.9, from and after the Closing, the remedies in this Article 8 shall be the sole and exclusive monetary remedies of the Indemnified Parties with respect to any breach of the Company Parties' and Seller's representations, warranties, covenants and agreements set forth in this Agreement or otherwise arising out of this Agreement, regardless of the theory or cause of action pled, except for the remedies of specific performance, injunction and other equitable relief; provided that no Party hereto shall be deemed to have waived any rights, claims, causes of action or remedies, and none of the limitations contained herein shall limit any recovery related thereto,

in the case of a Party's Fraud or such rights, claims, causes of action or remedies may not be waived under applicable Law.

ARTICLE 9 MISCELLANEOUS

9.1 Assignment; Binding Effect. This Agreement and the rights and obligations of the Parties hereunder shall not be assignable or transferable by any Party (including in connection with a merger, consolidation, sale of substantially all of the assets of such Party or otherwise by operation of Law) without the prior written consent of (a) Acquirer, in the case of any such attempted assignment or transfer by Seller or any Company Party or (b) Seller, in the case of any such attempted assignment or transfer by any Acquirer Party. Any attempted assignment in violation of this Section 9.1 shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

9.2 Notices. All notices, demands, waivers and other communications pursuant to this Agreement will be in writing and will be deemed given if delivered personally or delivered by electronic mail or globally recognized express delivery service to the Parties at the addresses set forth below or to such other address as the Party to whom notice is to be given to the other Parties in writing in accordance herewith. Any such notice, demand, waiver or other communication will be deemed to have been delivered and received (a) in the case of personal delivery, on the date of such delivery, (b) in the case of electronic mail, on the date of sending if no automated notice of delivery failure is received by the sender, and (c) in the case of a globally recognized express delivery service, on the date on which receipt by the addressee is confirmed pursuant to the service's systems.

If to an Acquirer Party, or after the Closing, to any member of the Company Group:

Sema4 Holdings Corp.
333 Ludlow Street, North Tower, 8th Floor Stamford, Connecticut 06902
Attention: General Counsel Email: legal@sema4.com

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

Fenwick & West LLP 902 Broadway
New York, NY 10010
Email: eskerry@fenwick.com; vlupu@fenwick.com Attention: Ethan A. Skerry; Victoria A. Lupu

If to Seller or, prior to Closing, the Company Parties, to: OPKO Health, Inc.

4400 Biscayne Blvd.
Miami, FL 33137 Attention: Steven D. Rubin Email: srubin@opko.com

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

Greenberg Traurig, P.A. 333 S.E. 2nd St.
Suite 4400
Miami, FL 33131
Email: grossmanb@gtlaw.com; altmand@gtlaw.com Attention: Robert L. Grossman; Drew M. Altman

9.3 Governing Law. This Agreement, any non-contractual rights or obligations arising out of or in connection with it, and all Disputes will be governed by, and enforced and construed in accordance with, the Laws of the State of Delaware, without regard to the conflict of laws rules of such state that would result in the application of the Laws of another jurisdiction.

9.4 Jurisdiction; Venue. Each of the Parties irrevocably consents to the exclusive jurisdiction and venue in the Delaware Court of Chancery within the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any court of the United States located in the State of Delaware, or, if any such court of the United States located in the State of Delaware declines to accept jurisdiction over a particular matter, any state court located in the State of Delaware) in connection with any Dispute and agrees that process shall be served upon such Party in the manner set forth in Section 9.2, and that service in such manner shall constitute valid and sufficient service of process. Each Party waives and covenants not to assert or plead any objection that such Party might otherwise have to such jurisdiction, venue and process. Each Party hereby agrees not to commence any legal proceedings relating to or arising out of this Agreement or the Transactions in any jurisdiction or courts other than as provided herein.

9.5 WAIVER OF JURY TRIAL. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY OR DISPUTES RELATING HERETO. EACH PARTY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF A DISPUTE, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.5.

9.6 Amendments and Waivers. This Agreement may be amended, modified, superseded or canceled and any of the terms, covenants, representations, warranties or conditions hereof may be waived only by an instrument in writing signed by Acquirer and Seller, or, in the case of a waiver, by or on behalf of the Party waiving compliance (which, in the case of a waiver of any obligation of Acquirer following the Closing, shall be Seller). No course of dealing between the Parties shall be effective to amend or waive any provision of this Agreement. The waiver by any Party of any right hereunder or of the failure to perform or of a breach by any other Party shall not be deemed a waiver of any other right hereunder or of any other breach or failure by such other Party whether of a similar nature or otherwise.

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

9.8 Severability. Any term or provision of this Agreement that is held by a court of competent jurisdiction or arbitrator to be invalid, void or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the invalid, void or unenforceable term or provision in any other situation or in any other jurisdiction. If the final judgment of such court or arbitrator declares that any term or provision hereof is invalid, void or unenforceable, the Parties agree to (a) reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases, and (b) replace any invalid, void or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the original intention of the invalid or unenforceable term or provision.

9.9 Schedules; Exhibits. The Schedules and the Exhibits referenced in this Agreement are a material part hereof and shall be treated as if fully incorporated into the body of the Agreement.

9.10 No Third Party Beneficiaries. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the Parties (and their successors and permitted assigns), the D&O Indemnified Persons pursuant to Section 5.12(b) and Indemnified Parties that are not Parties pursuant to Article 8 any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement.

9.11 Expenses. Except as otherwise provided herein, all fees and expenses incurred in connection with this Agreement and the Transactions, including fees and expenses of financial advisors, financial sponsors, legal counsel and other advisors, shall be paid by the Party incurring such expenses whether or not the Transactions are consummated.

9.12 No Strict Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

9.13 Injunctive Relief; Specific Performance. The Parties hereby acknowledge that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached and that the non-breaching Parties would not have any adequate remedy at law. Accordingly, each Party shall be entitled to an injunction or injunctions to prevent breaches or threatened breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. Any requirements for the securing or posting of any bond with such remedy are waived.

9.14 Further Assurances. Upon the reasonable request of Acquirer or Seller, each Party will, on and after the Closing Date, execute and deliver, or cause to be executed and delivered, to the other Party such other documents, assignments and other instruments or will take, or cause to be taken, all such further actions as may be reasonably required to effect and evidence the provisions of this Agreement and the Transactions.

9.15 Entire Agreement. This Agreement, together with the Ancillary Agreements, the Confidentiality Agreement and the other documents and instruments specifically referred to herein, all Exhibits and Schedules hereto (which are a material part hereof and shall be treated as if fully incorporated into the body of this Agreement), and the Company Disclosure Schedules and the Acquirer Disclosure Schedules, constitutes the entire agreement among the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties.

9.16 Investigation and Non-Reliance. Each of Seller and the Company Parties, on one hand, and the Acquirer Parties, on the other, is a sophisticated seller or purchaser, as the case may be, and has made its own independent investigation, review and analysis regarding the other Party and the Transactions, which investigation, review and analysis were conducted by such Party together with its advisors, including legal counsel, that it has engaged for such purpose. No Party or any of their respective Affiliates or Representatives has made any representation or warranty, express or implied, as to the accuracy or completeness of any information concerning such Party made available in connection with any investigation of such Party, except as expressly set forth in this Agreement. No Party has relied and no Party is relying on any statement, representation or warranty, oral or written, express or implied, made by the other Party, or any their respective Affiliates or Representatives, except as expressly set forth in Article 3, Article 4 or any Transaction Certificates (or, with respect to Seller and the other Lock-Up Holders, the Shareholder Agreement). No Party or any of their respective Affiliates or Representatives shall have or be subject to any liability to any other Party or any other Person resulting from the distribution to any other Party, or such other Party's use of, any information, documents or materials made available to such Party in the Data Room. No Party or any of their respective Affiliates or Representatives is making, directly or indirectly, any representation or warranty with respect to any estimates, projections or forecasts involving the such Party or any other Person. Each Party acknowledges that there are inherent uncertainties in attempting to make such estimates, projections and forecasts and that it takes full responsibility for making its own evaluation of the adequacy and accuracy of any such

estimates, projections or forecasts (including the reasonableness of the assumptions underlying any such estimates, projections and forecasts).

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement or caused this Agreement to be duly executed by their respective officers thereunto duly authorized, all as of the date first above written.

GENEDX, INC.

By: /s/ Katherine Stueland Name: Katherine Stueland
Title: President and Chief Executive Officer

GENEDX HOLDING 2, INC.

By: /s/ Steven D. Rubin Name: Steven D. Rubin
Title: President

OPKO HEALTH, INC.

By: /s/ Steven D. Rubin Name: Steven D. Rubin
Title: Executive Vice President, Administration

IN WITNESS WHEREOF, the Parties have executed this Agreement or caused this Agreement to be duly executed by their respective officers thereunto duly authorized, all as of the date first above written.

SEMA4 HOLDINGS CORP.

By: /s/ Eric Schadt Name: Eric Schadt
Title: Chief Executive Officer

ORION MERGER SUB I, INC.

By: /s/ Eric Schadt Name: Eric Schadt
Title: President

ORION MERGER SUB II, INC.

By: /s/ Eric Schadt Name: Eric Schadt
Title: President

EXHIBIT A
Form of Shareholder Agreement

SHAREHOLDER AGREEMENT

[__], 2022

Sema4 Holdings Corp. 333 Ludlow Street, North Tower, 8th floor Stamford, CT 06902

Ladies and Gentlemen:

This letter agreement (this "***Agreement***") relates to that certain Agreement and Plan of Merger, dated as of January 14, 2022 (as amended, restated, supplemented or modified from time to time, the "***Merger Agreement***"), by and among Sema4 Holdings Corp., a Delaware corporation ("***Acquirer***"), Orion Merger Sub I, Inc., a Delaware corporation, Orion Merger Sub II, LLC ("***Merger Sub I***"), a Delaware limited liability company ("***Merger Sub II***"), GeneDx, Inc, a New Jersey corporation, GeneDx Holding 2, Inc., a Delaware Corporation ("***Holdco2***"), and OPKO Health, Inc., a Delaware Corporation (the "***Seller***"), pursuant to which Merger Sub I will merge with and into Holdco2 (the "***First Merger***"), with Holdco2 surviving such merger, following which Holdco2 will merge with and into Merger Sub II (the "***Second Merger***" and, together with the First Merger, the "***Mergers***"), with Merger Sub II continuing on as the surviving entity (the "***Surviving Entity***") and a wholly owned subsidiary of Acquirer, on the terms and conditions set forth therein. Capitalized terms used and not otherwise defined herein are defined in the Merger Agreement and shall have the respective meanings given to such terms in the Merger Agreement.

1. In order to induce the Acquirer Parties to consummate the transactions contemplated by the Merger Agreement [1] [and as a condition to any transaction in which the Seller would distribute or otherwise transfer shares of Acquirer Stock to the undersigned], the undersigned hereby agrees that[, with respect to the portion of the Merger Consideration distributed or otherwise transferred to the undersigned], from the Closing Date until: (a) in the case of the stock portion of the Merger Consideration issued at the Closing, the date that is one (1) year from the Closing Date, (b) if and to the extent earned, in the case of the stock portion of the first Milestone Payment, the date that is one (1) year from the date of issuance for such payment and (c) if and to the extent earned, in the case of the stock portion of the second Milestone Payment, the date that is six (6) months from the date of issuance of such stock (the period between the Closing Date and the date indicated in clause (a) or (b), as applicable, a "***Lock-Up Period***" and the shares to which such respective Lock-Up Period applies, the "***Lock-Up Shares***"), the undersigned will not (i) offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, any Lock-Up Shares, (ii) enter into a transaction which would have the same effect, or (iii) enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of such Lock-Up Shares, whether any such aforementioned transaction is to be settled by delivery of such Lock-Up Shares, in cash or otherwise, or publicly disclose the intention to make any such offer, sale, pledge or disposition, or to enter into any such transaction, swap, hedge or other arrangement (collectively, clauses (i) through (iii), the "***Restricted Actions***").

2. Following the termination of any applicable Lock-Up Period (such date, the "***Lock-Up Termination Date***") and for so long as the undersigned is the record or beneficial owner of at least 5% of the issued and outstanding Acquirer Stock, the undersigned hereby agrees that during any consecutive ninety (90) day period following the applicable Lock-Up Termination Date, the undersigned shall not, without the prior written consent of Acquirer (such consent not to be unreasonably, withheld, conditioned or delayed), take any Restricted Action that would result in the sale or other disposition of Lock-Up Shares

[1] Bracketed language to be included for OPKO stockholders.

in an amount that exceeds 25% of the total number of shares of Acquirer Stock 2[received by the undersigned in the Mergers][distributed or otherwise transferred to the undersigned by Seller], except as part of a marketed sale process for which one lead Bookrunner (as defined herein) has been selected by Acquirer in its sole discretion (such discretion to be exercised reasonably). For purposes of this Section 2, a "Bookrunner" shall mean a securities dealer who either (a) purchases the applicable securities as principal in an underwritten, registered direct or other public offering registered under the Securities Act and not solely as part of such dealer's market-making activities or (b) acts as placement agent in a private placement or offering of the applicable securities.

3. For the avoidance of doubt, none of the restrictions set forth in Section 1 or Section 2 of this Agreement shall apply to: (a) any shares of Acquirer Stock purchased by the undersigned in the open market or in any private sale transaction or otherwise or in any public or private capital raising transaction of Acquirer or otherwise, other than the Lock-up Shares; or (b) the inclusion of any Lock-Up Shares (but not the subsequent sale or transfer of such Lock-Up Shares) as part of the Initial Shelf (as defined below) or any other Registration Statement (as defined below) filed pursuant to Section 8(a) of this Agreement. For the avoidance of any doubt, the parties hereto acknowledge and agree that the undersigned shall retain all of its rights as a stockholder of Acquirer during the applicable Lock-up Period, including, without limitation, the right to vote, and to receive any dividends and distributions in respect of, the Lock-Up Shares, subject to the terms of this Agreement.

4. The undersigned hereby authorizes Acquirer during the applicable Lock-Up Period to cause its transfer agent for the Lock-Up Shares to decline to transfer, and to note stop transfer restrictions on the stock register and other records relating to the Lock-Up Shares for which the undersigned is the record holder.

5. Notwithstanding the foregoing, the undersigned may sell or otherwise transfer the Lock-Up Shares during the undersigned's lifetime or on death (or, if the undersigned is not a natural person, during its existence) (a) if the undersigned is not a natural person, to its managers, partners (direct or indirect), members or other direct or indirect equity holders until the Lock-Up Shares come to be held by a natural person or to any of its other Affiliates or any subsidiary, employee, officer, director, investment fund controlling, controlled, managing or managed by or under common control with the undersigned or Affiliates of the undersigned (including, for the avoidance of doubt, where the undersigned is a partnership, to its general partner or a successor partnership or fund, or any other funds managed by such partnership),
(b) to the immediate family members (for purposes of this Agreement, "***immediate family***" shall mean any relationship by blood, current or former marriage, domestic partnership or adoption, not more remote than first cousin) of the undersigned, (c) to a partnership, limited liability company or other entity of which the undersigned and the immediate family members of the undersigned are the legal and beneficial owner of all of the outstanding equity securities or similar interests, (d) to a family trust, foundation or partnership established for the direct or indirect benefit of the undersigned, its equity holders or any of their respective immediate family members, or if the undersigned is a trust, to a trustor or beneficiary of the trust or to the estate of a beneficiary of such trust, (e) to a charitable foundation controlled by the undersigned, its Affiliates, partners, members or other direct or indirect equityholders or any of their respective immediate family members, (f) by will or intestacy, (g) by operation of law or pursuant to an order of a court (including a qualified domestic order, divorce settlement, divorce decree or separation agreement) or regulatory agency or (h) pursuant to a bona fide third-party tender offer, merger, consolidation or other similar transaction that is approved by the Acquirer Board and made to all holders of Acquirer's capital stock involving an Acquirer Change in Control; provided that in the event that such tender offer, merger, consolidation or other similar transaction is not completed, the undersigned's Lock-Up Shares shall remain subject to the provisions of this Agreement; provided, however, that in the case of each of clauses (a) through (g), any such sale or transfer shall be conditioned upon entry by such transferees into a written

[2] Bracketed language for each of OPKO and its stockholders.

agreement, addressed to Acquirer, agreeing to be bound by these transfer restrictions and the other terms and conditions of this Agreement; and provided, further, for the avoidance of doubt, that nothing contained herein shall limit or restrict the admission of new managers, partners, members or other direct or indirect equityholders in, or the increase or decrease in the ownership interests of any managers, partners, members or other direct or indirect equity holders of, any entity holding any of the Lock-Up Shares.

6. For so long as the undersigned remains the record or beneficial owner of at least five percent (5%) of the outstanding Acquirer Stock, the undersigned agrees to vote all of his, her or its Lock-Up Shares, from time to time and at all times, in whatever manner is recommended by the Acquirer Board.

7. The undersigned agrees that, for a period of twelve (12) months from the Closing Date (the "***Standstill Period***"), neither the undersigned nor any of its Affiliates or subsidiaries will, directly or indirectly, without the prior written consent of the Acquirer Board or Acquirer's chief executive officer:

(a) acquire or agree, offer, seek or propose to acquire, or cause to be acquired, ownership (including any voting right or beneficial ownership as defined in Rule 13d-3 under the Exchange Act) of any voting securities of Acquirer or any of its subsidiaries or any option, forward contract, swap or other position with a value derived from voting securities of Acquirer or any of its subsidiaries or conveying the right to acquire or vote securities of Acquirer or any of its subsidiaries, or any ownership of any of the assets or businesses of Acquirer or any of its subsidiaries, or any rights or options to acquire any such ownership (including from a third party);

(b) make, or in any way participate in, any "solicitation" (as such terms is defined in Rule 14a- 1 under the Exchange Act, including any otherwise exempt solicitation pursuant to Rule 14a-2(b) under the Exchange Act) to vote or seek to advise or influence in any manner whatsoever any Person with respect to the voting of any securities of Acquirer or any of its subsidiaries;

(c) form, join, or in any way participate in a "group" (within the meaning of Section 13(d)(3) of the Exchange Act) with respect to any voting securities of Acquirer or any of its subsidiaries, other than any "group" to which it already belongs as of the date of this Agreement;

(d) arrange, or in any way participate in, any financing for the purchase of any voting securities or securities convertible or exchangeable into or exercisable for any voting securities or assets of Acquirer or any of its subsidiaries;

(e) propose, alone or with others, to Acquirer or any of its stockholders any merger, business combination, tender or exchange offer, restructuring, recapitalization, liquidation of or other transaction with or involving Acquirer or any of its subsidiaries or otherwise act, whether alone or with others, to seek to control, change or influence the management, board of directors or policies of Acquirer, or nominate any person as a director of Acquirer, or propose any matter to be voted upon by the stockholders of Acquirer;

(f) solicit or provide any material non-public information to any Person with respect to a merger, business combination, tender or exchange offer, restructuring, recapitalization, liquidation of or other transaction with or involving Acquirer or any of its subsidiaries or any other acquisition of Acquirer or any of its subsidiaries, any acquisition of voting securities of or all or any portion of the assets of Acquirer or any of its subsidiaries, or any other similar transaction;

(g) advise, assist or knowingly encourage any other Person in connection with any of the foregoing;

(h) enter into any discussions, negotiations, arrangements or understandings with any third party with respect to, any of the foregoing, or announce an intention to do so;

(i) take any action that would reasonably be expected to require Acquirer to make a public announcement regarding any of the types of matters set forth in this Section 7; or

(j) disclose any intention, plan or arrangement inconsistent with the foregoing.

Notwithstanding anything to the contrary in this Section 7, nothing shall prevent a private communication to the Acquirer Board or Acquirer's chief executive officer which does not require public disclosure by Acquirer (whether under applicable law or under the rules of its securities exchange, but other than in a proxy statement or Schedule 14d-9 with respect to a Transaction following execution of a definitive agreement between the Parties).

8. Registration Rights.

(a) Acquirer agrees that, as soon as practicable, but in no event later than thirty (30) calendar days after the Closing Date (the "***Filing Date***"), Acquirer will file with the SEC (at Acquirer's sole cost and expense) a registration statement registering the resale of the Registrable Securities (as defined below) held by the Holders (as defined below) from time to time as permitted by Rule 415 under the Securities Act (or any successor or similar provision adopted by the SEC then in effect) (the "***Initial Shelf***" and any registration statement that covers the Registrable Securities pursuant to the provisions of this Agreement, including the prospectus included in such registration statement, amendments (including post-effective amendments) and supplements to such registration statement, and all exhibits to and all material incorporated by reference in such registration statement, a "***Registration Statement***"), and Acquirer shall use its commercially reasonable efforts to cause the Initial Shelf to be declared effective as soon as practicable after the filing thereof, but no later than the earlier of (i) the 60th calendar day (or 90th calendar day if the SEC notifies Acquirer that it will "review" the Initial Shelf) following the Closing and (ii) the fifth (5th) Business Day after the date Acquirer is notified (orally or in writing, whichever is earlier) by the SEC that the Initial Shelf will not be "reviewed" or will not be subject to further review (such earlier date, the "***Effectiveness Date***"); provided that if the SEC is closed for operations due to a government shutdown or otherwise, the Effectiveness Date shall be extended by the same amount of days that the SEC remains closed for operations. Without limiting the foregoing, as soon as practicable, but in no event later than three (3) Business Days, following the resolution or clearance of all SEC comments or, if applicable, following notification by the SEC that the Initial Shelf or any amendment thereto will not be subject to review, Acquirer shall file a request for acceleration of effectiveness of such Registration Statement (to the extent required, by declaration or ordering of effectiveness, of such Registration Statement or amendment thereto by the SEC) to a time and date not later than two (2) Business Days after the submission of such request. The Initial Shelf filed with the SEC pursuant shall be on Form S-1 or such other form of registration statement as is then available to effect a registration for resale of the Registrable Securities, provided, that Acquirer shall file, within thirty (30) days of such time as Form S-3 is available for the Initial Shelf, a post- effective amendment to the Initial Shelf then in effect, or otherwise file a Registration Statement on Form S-3, registering the Registrable Securities held by the Holders for resale on Form S-3 (provided that Acquirer shall use commercially reasonable efforts to maintain the effectiveness of the Initial Shelf then in effect until such time as a Registration Statement (or post-effective amendment) on Form S-3 covering such Registrable Securities has been declared effective by the SEC). Notwithstanding anything else in this Agreement, Acquirer's obligations to include the applicable Registrable Securities of a Holder in a Registration Statement are contingent upon such Holder furnishing in writing to Acquirer such information regarding such Holder, the securities of Acquirer held by such Holder, the intended method of disposition of the applicable Registrable Securities and such other information as shall be reasonably requested by Acquirer to effect the registration of the applicable Registrable Securities on or prior to the third (3rd) Business Day prior to the first anticipated filing date of such Registration Statement, provided that the request by Acquirer shall be made not less than ten (10) Business Days prior to the first anticipated filing date of such Registration Statement. The Holders shall execute such documents in connection with such registration as Acquirer may reasonably request that are customary of a selling stockholder in similar situations; provided that under no circumstances shall a Holder be required to sign any type of additional lock-up agreement. Any failure by Acquirer to file the Initial Shelf by the Filing Date or for the Initial Shelf to be declared effective by the Effectiveness Date shall not otherwise relieve Acquirer of its obligations to file or effect the Initial Shelf as set forth above in this Section 8(a). In no event shall a Holder be identified as a statutory underwriter in a Registration Statement unless requested by the SEC; provided that, if the SEC requests that a Holder be identified as a statutory underwriter in a Registration Statement, such Holder will have an option, in its sole and absolute discretion, to withdraw the applicable Registrable Securities from such Registration Statement. Notwithstanding the foregoing, if the SEC prevents Acquirer from including any or all of the shares proposed to be registered under any single Registration Statement filed pursuant to this Section 8(a) due to limitations on the use of Rule 415 of the Securities Act for the resale of the applicable Registrable Securities by the applicable stockholders or otherwise, Acquirer agrees to promptly (i) inform each of the Holders thereof and use its commercially reasonable efforts to file amendments to such Registration Statement as required by the SEC and (ii) as soon as practicable but in no event later than the twentieth (20th) calendar day following the first date on which such Registrable

Securities may then be included in a registration statement, file an additional Registration Statement (a "***New Registration Statement***"), on Form S-3, or if Form S-3 is not then available to Acquirer for such Registration Statement, on such other form available to register for resale the Registrable Securities held by the Holders as a secondary offering; provided, however, that prior to filing such amendment or New Registration Statement, Acquirer shall be obligated to use its commercially reasonable efforts to advocate with the SEC for the registration of all of the Registrable Securities in accordance with any publicly- available written or oral guidance, comments, requirements or requests of the SEC staff (the "***SEC Guidance***"), including without limitation, the Manual of Publicly Available Telephone Interpretations

D.29. The Holders shall have the right to participate or have their respective legal counsel participate in any meetings or discussions with the SEC regarding the SEC's position and to comment or have their respective counsel comment on any written submission made to the SEC with respect thereto. No such written submission shall be made to the SEC to which any such Holder's counsel reasonably objects. Notwithstanding any other provision of this Agreement, if any SEC Guidance sets forth a limitation of the number of Registrable Securities permitted to be registered on a particular Registration Statement as a secondary offering, unless otherwise directed in writing by a Holder as to its Registrable Securities directing the inclusion of less than such Holder's pro rata amount, the number of Registrable Securities to be registered on such Registration Statement will be reduced on a pro rata basis based on the total number of Registrable Securities held by the Holders. Acquirer will use its commercially reasonable efforts to cause the Initial Shelf to remain effective, and to be supplemented and amended to the extent necessary to ensure that the Initial Shelf is available or, if not available, that another Registration Statement is available at all times, for the public resale of all the Registrable Securities held by the Holders until all such Registrable Securities have ceased to be Registrable Securities. Acquirer will provide all customary and commercially reasonable cooperation necessary to enable the Holders to resell Registrable Securities pursuant to a Registration Statement or Rule 144 under the Securities Act ("***Rule 144***"), as applicable, qualify the Registrable Securities for listing on the primary stock exchange on which the Acquirer Stock is then listed, update or amend a Registration Statement as necessary to include Registrable Securities and provide customary notice to holders of Registrable Securities. "***Holders***" shall mean (i) the undersigned, (ii) [Seller][any 5% Insider (as defined below)][3] that is entering into a separate shareholder agreement with Acquirer on the date hereof with registration rights that are substantially similar to the registration rights set forth in this Section 8 (an "***Other Shareholder Agreement***") and (iii) any 5% Insider who hereafter becomes a party to this Agreement or such Other Shareholder Agreement pursuant to Section 8(r) hereof or the corresponding section of such Other Shareholder Agreement, as applicable. "***Registrable Securities***" shall mean, as of any date of determination, (a) the Lock-Up Shares held by the undersigned, (b) the Lock- Up Shares held by any other Holder, and (c) any other equity security of Acquirer issued or issuable with respect to the Lock-Up Shares referred to in clause (a) or (b) by way of share split, dividend, distribution, recapitalization, merger, exchange, replacement or similar event or otherwise. As to any particular Registrable Securities, once issued, such securities shall cease to be Registrable Securities at the earliest of:

(A) when a Registration Statement with respect to the sale of such securities shall have become effective

[3] Bracketed alternative language to be included for either OPKO or OPKO stockholders, as applicable.

under the Securities Act and such securities shall have been sold, transferred, disposed of or exchanged in accordance with such Registration Statement; (B) the date all Registrable Securities held by such Holder may be sold without restriction under Rule 144, including without limitation, any volume and manner of sale restrictions which may be applicable to Affiliates under Rule 144, and without the requirement for Acquirer to be in compliance with the current public information required under Rule 144; (C) such securities have been otherwise transferred, new certificates for such securities not bearing a legend restricting further transfer shall have been delivered by Acquirer and subsequent public distribution of such securities shall not require registration under the Securities Act; or (D) such securities have been sold to, or through, a broker, dealer or underwriter in a public distribution or other public securities transaction.

(b) At any time and from time to time following the effectiveness of the Initial Shelf and following the expiration of any applicable Lock-up Period, any Holder may request to sell all or a portion of its Registrable Securities in a underwritten offering that is registered pursuant to a shelf registration statement under the Securities Act on Form S-3 pursuant to Rule 415, including by way of an underwritten offering, block sale or other distribution plan (a "***Shelf Underwritten Offering***"); provided that such Holder(s) reasonably expects to sell Registrable Securities yielding aggregate gross proceeds in excess of
$50,000,000 from such Shelf Underwritten Offering (such amount of Registrable Securities, the "***Minimum Amount***"). All requests for a Shelf Underwritten Offering shall be made by giving written notice to Acquirer (the "***Shelf Take Down Notice***"). Each Shelf Take Down Notice shall specify the approximate number of Registrable Securities proposed to be sold in the Shelf Underwritten Offering and the expected price range (net of underwriting discounts and commissions) of such Shelf Underwritten Offering. Acquirer shall, subject to Section 8(c) (the "***MNPI Provisions***"), give written notice of such requested Shelf Underwritten Offering to all other Holders of Registrable Securities (the "***Company Shelf Takedown Notice***") and, subject to the provisions of Section 8(e), shall include in such Shelf Underwritten Offering all Registrable Securities with respect to which Acquirer has received written requests for inclusion therein, within five (5) calendar days after sending the Company Shelf Takedown Notice. Acquirer shall enter into an underwriting agreement in a form as is customary in underwritten offerings of securities by the Company with the managing underwriter or underwriters selected by the Holders holding a majority-in-interest of the Registrable Securities to be included in such Shelf Underwritten Offering after consultation with, and approval (which shall not be unreasonably withheld, conditioned or delayed) by, Acquirer and shall take all such other reasonable actions as are requested by the managing underwriter or underwriters in order to expedite or facilitate the disposition of such Registrable Securities; provided, that, notwithstanding the foregoing, the selection of one lead Bookrunner in such Shelf Underwritten Offering shall be in the sole discretion of Acquirer (such discretion to be exercised reasonably) to the extent Section 2 is applicable. In connection with any Shelf Underwritten Offering contemplated by this Section 8(b), subject to Section 8(l) and Section 8(p), the underwriting agreement into which each Holder and Acquirer shall enter shall contain such representations, covenants, indemnities and other rights and obligations of Acquirer and the selling stockholders as are customary in underwritten offerings of securities by Acquirer. The Holders may demand not more than two (2) Shelf Underwritten Offerings pursuant to this Section 8(b) in any 12-month period. At least ten (10) Business Days prior to the first anticipated filing date of a Registration Statement pursuant to Sections 8(a), 8(b), 8(d) and 8(g), Acquirer shall use reasonable efforts to notify each Holder in writing (which may be by email) of the information reasonably necessary about the Holder to include such Holder's Registrable Securities in such Registration Statement.

(c) Notwithstanding anything in this Agreement or any Other Shareholder Agreement to the contrary, Acquirer will not provide any material, nonpublic information to any Holder without the prior written consent of such Holder, and in the event that Acquirer believes that a notice or communication required by this Agreement or any Other Shareholder Agreement to be delivered to any Holder contains material, nonpublic information relating to Acquirer, its securities, any of its Affiliates or any other Person, Acquirer shall so indicate to such Holder prior to delivery of such notice or communication, and such indication shall provide such Holder the means to refuse to receive such notice or communication. No

Holder nor any of its Affiliates or representatives shall have any duty of trust or confidence with respect to, or obligation not to trade in any securities while aware of, any material, nonpublic information provided to such Holder, Affiliate or representative in violation of this Section 8(c). Notwithstanding the foregoing, to the extent Acquirer reasonably and in good faith determines that it is necessary to disclose

material non- public information to a Holder in order to comply with its obligations hereunder (a "***Necessary Disclosure***"), Acquirer shall inform counsel to such Holder to the extent such counsel has been identified in writing to Acquirer in advance of such determination without disclosing the applicable material non- public information, and Acquirer and such counsel on behalf of the applicable Holder shall endeavor to agree upon a process for making such Necessary Disclosure to the applicable Holder or its representatives that is mutually acceptable to such Holder and Acquirer (an "***Agreed Disclosure Process***"). Thereafter, Acquirer shall be permitted to make such Necessary Disclosure (only) in accordance with the Agreed Disclosure Process.

(d) Subject to the provisions of Section 8(f) and Section 8(m) hereof, and provided that Acquirer does not have an effective Registration Statement pursuant to Section 8(a) outstanding covering all of the Registrable Securities held by the Holders, following the expiration of any applicable Lock-up Period, Holders of at least a majority in interest of the then-outstanding number of Registrable Securities held by the Holders (a "***Demanding Holder***") may make a written demand for registration of all or part of their Registrable Securities, which written demand shall describe the amount and type of securities to be included in such registration and the intended method(s) of distribution thereof (such written demand a "***Demand Registration***"). Subject to the MNPI Provisions, Acquirer shall, within five (5) calendar days of Acquirer's receipt of the Demand Registration, notify, in writing all other Holders of Registrable Securities of such demand, and each Holder of Registrable Securities who thereafter wishes to include all or a portion of such Holder's Registrable Securities in a registration pursuant to a Demand Registration (each such Holder that includes all or a portion of such Holder's Registrable Securities in such registration, a "***Requesting Holder***") shall so notify Acquirer, in writing, within five (5) calendar days after the receipt by the Holder of the notice from Acquirer. Upon receipt by Acquirer of any such written notification from a Requesting Holder(s) to Acquirer, subject to Section 8(e) below, such Requesting Holder(s) shall be entitled to have their Registrable Securities included in a Registration Statement pursuant to a Demand Registration and Acquirer shall effect, as soon thereafter as practicable, but not more than sixty (60) calendar days immediately after Acquirer's receipt of the Demand Registration, the registration of all Registrable Securities requested by the Demanding Holders and Requesting Holders pursuant to such Demand Registration. Under no circumstances shall Acquirer be obligated to effect more than an aggregate of three (3) registrations pursuant to a Demand Registration by the Holders under this Section 8(d) with respect to any or all Registrable Securities. Notwithstanding the foregoing, (i) Acquirer shall not be required to give effect to a Demand Registration from a Demanding Holder if Acquirer has registered Registrable Securities pursuant to a Demand Registration (which has become effective) from such Demanding Holder in the preceding one hundred and twenty (120) days, and (ii) Acquirer's obligations with respect to any Demand Registration shall be deemed satisfied so long as the Registration Statement filed pursuant to Section 8(a) includes all of such Demanding Holder's Registrable Securities and is effective. Subject to the provisions of Sections 8(e) and Section 8(m) hereof, if a majority-in-interest of the Demanding Holders so advise Acquirer as part of their Demand Registration that the offering of the Registrable Securities pursuant to such Demand Registration shall be in the form of an underwritten offering, then the right of such Demanding Holder or Requesting Holder (if any) to include its Registrable Securities in such registration shall be conditioned upon such Holder's participation in such underwritten offering and the inclusion of such Holder's Registrable Securities in such underwritten offering to the extent provided herein. All such Holders proposing to distribute their Registrable Securities through an underwritten offering under this Section 8(d), subject to Section 8(l) and Section 8(p), shall enter into an underwriting agreement in customary form with Acquirer and the underwriter(s) selected for such underwritten offering by a majority- in-interest of the Demanding Holders initiating the Demand Registration after consultation with, and approval by, Acquirer (which shall not be unreasonably withheld, conditioned or delayed); provided, that,

notwithstanding the foregoing, the selection of one lead Bookrunner in such underwritten offering shall be in the sole discretion of Acquirer (such discretion to be exercised reasonably) to the extent Section 2 is applicable.

(e) If a Demand Registration is to be an underwritten offering and the managing underwriter or underwriters, in good faith, advises Acquirer, the Demanding Holders and the Requesting Holders (if any) in writing that, in its opinion, the dollar amount or number of Registrable Securities that the Demanding Holders and the Requesting Holders (if any) desire to sell, taken together with all other Acquirer Stock or other equity securities that Acquirer desires to sell for its own account and the Acquirer Stock, if any, as to which a registration has been requested pursuant to separate written contractual piggy-

back registration rights held by any other stockholders of Acquirer who desire to sell, exceeds the maximum dollar amount or maximum number of equity securities that can be sold in such underwritten offering without adversely affecting the proposed offering price, the timing, the distribution method, or the probability of success of such offering (such maximum dollar amount or maximum number of such securities, as applicable, the "***Maximum Number of Securities***"), then Acquirer shall include in such underwritten offering, as follows:

(i) first, the Registrable Securities of the Demanding Holders and the Requesting Holders (if any) (pro rata based on the respective number of Registrable Securities held by each Demanding Holder and Requesting Holder (if any) and the aggregate number of Registrable Securities held by the Demanding Holders and Requesting Holders) that can be sold without exceeding the Maximum Number of Securities;

(ii) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (i), the Acquirer Stock of holders exercising their piggy-back registration rights pursuant to Section 2.3 of that certain Amended and Restated Registration Rights Agreement, dated as of July 22, 2021, by and among Acquirer and the other parties thereto (the "***July 2021 Registration Rights Agreement***"), which can be sold without exceeding the Maximum Number of Securities;

(iii) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i) and (ii), the Acquirer Stock or other equity securities that Acquirer desires to sell for its own account, which can be sold without exceeding the Maximum Number of Securities;

(iv) fourth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i), (ii) and (iii), the Registrable Securities of Holders (pro rata, based on the respective number of Registrable Securities held by each Holder) exercising their rights to register their Registrable Securities pursuant to Section 8(g) hereof, without exceeding the Maximum Number of Securities; and

(v) fifth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i), (ii), (iii) and (iv), the Acquirer Stock or other equity securities of other Persons or entities that Acquirer is obligated to register in a registration pursuant to separate written contractual arrangements with such Persons and that can be sold without exceeding the Maximum Number of Securities.

(f) A Demanding Holder or a Requesting Holder shall have the right to withdraw all or a portion of its Registrable Securities included in a Demand Registration pursuant to Section 8(d) or a Shelf Underwritten Offering pursuant to Section 8(b) for any or no reason whatsoever upon written notification to Acquirer and the underwriter or underwriters (if any) of its intention to so withdraw (a) in the case of a Demand Registration not involving an underwritten offering, one (1) Business Day prior to the effectiveness

of the applicable Registration Statement or (b) in the case of any Demand Registration involving an underwritten offering or any Shelf Underwritten Offering, prior to the pricing of such underwritten offering or Shelf Underwritten Offering; provided, however, that upon withdrawal by a majority-in-interest of the Demanding Holders initiating a Demand Registration (or in the case of a Shelf Underwritten Offering, withdrawal of an amount of Registrable Securities included by the Holders in such Shelf Underwritten Offering, in their capacity as Demanding Holders, being less than the Minimum Amount), Acquirer shall cease all efforts to secure effectiveness of the applicable Registration Statement or complete the underwritten offering, as applicable. For the avoidance of doubt, any Demand Registration withdrawn pursuant to this Section 8(f) shall be counted toward the aggregate number of Demand Registrations Acquirer is obligated to effect pursuant to Section 8(d) unless (A)(1) the Demanding Holders reimburse Acquirer for all of its out-of-pocket costs and expenses incurred in connection with any such withdrawn Demand Registration incurred through the date of such withdrawal and (2) such revocation or withdrawal shall have been made prior to the commencement of any marketing efforts or "road shows" by Acquirer or the underwriters in connection with such Demand Registration, or (B) such withdrawal or revocation occurs following the issuance by Acquirer of a Suspension Notice (as defined below). Notwithstanding anything to the contrary in this Agreement or any Other Shareholder

Agreement, Acquirer shall be responsible for the Registration Expenses (as defined below) incurred by it in connection with a registration pursuant to a Demand Registration or a Shelf Underwritten Offering prior to its withdrawal under this Section 8(f).

(g) If Acquirer proposes to file a registration statement under the Securities Act with respect to an offering of equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into equity securities, for its own account or for the account of stockholders of Acquirer (or by Acquirer and by the stockholders of Acquirer including, without limitation, pursuant to Section 8(d) hereof), other than a registration statement (a) filed in connection with any employee stock option or other benefit plan, (b) for an exchange offer or offering of securities solely to Acquirer's existing stockholders, (c) for an offering solely of debt that is convertible into equity securities of Acquirer, (d) for a dividend reinvestment plan, (e) for any issuances of securities in connection with a transaction involving a merger, consolidation, sale, exchange, issuance, transfer, reorganization or other extraordinary transaction between Acquirer or any of its Affiliates and any third party, or (f) filed pursuant to Section 8(a), then, subject to the MNPI Provisions, Acquirer shall give written notice of such proposed filing to all of the Holders of Registrable Securities as soon as practicable but not less than twenty (20) calendar days before the anticipated filing date of such registration statement, which notice shall (i) describe the amount and type of securities to be included in such offering, the intended method(s) of distribution (including whether such registration will be pursuant to a shelf registration statement), and the proposed price and name of the proposed managing underwriter or underwriters, if any, in such offering, (ii) describe such Holders' rights under this Section 8(g), and (iii) offer to all of the Holders of Registrable Securities the opportunity to register the sale of such number of Registrable Securities as such Holders may request in writing within five (5) calendar days after receipt of such written notice (such registration, a "***Piggyback Registration***"). Acquirer shall, in good faith, cause such Registrable Securities identified in a Holder's response noticed described in the foregoing sentence to be included in such Piggyback Registration and shall use its commercially reasonable efforts to cause the managing underwriter or underwriters of a proposed underwritten offering, if any, to permit the Registrable Securities requested by the Holders pursuant to this Section 8(g) to be included in a Piggyback Registration on the same terms and conditions as any similar securities of Acquirer or the Acquirer stockholder(s) for whose account the registration statement is to be filed included in such registration and to permit the sale or other disposition of such Registrable Securities in accordance with the intended method(s) of distribution thereof. All such Holders proposing to distribute their Registrable Securities through an underwritten offering under this Section 8(g), subject to Section 8(l) and Section 8(p), shall enter into an underwriting agreement in customary form with the underwriter(s) selected for such underwritten offering by Acquirer. For purposes of clarity, any registration effected pursuant to Section 8(g) hereof shall not be counted as a registration pursuant to a Demand Registration effected under Section 8(d) hereof or a Shelf Underwritten Offering effected under Section 8(b). Any

Holder of Registrable Securities shall have the right to withdraw all or any portion of its Registrable Securities in a Piggyback Registration for any or no reason whatsoever upon written notification to Acquirer and the underwriter or underwriters (if any) of his, her or its intention to withdraw such Registrable Securities from such Piggyback Registration (a) in the case of a Piggyback Registration not involving an underwritten offering or Shelf Underwritten Offering, one (1) Business Day prior to the effectiveness of the applicable Registration Statement or (b) in the case of any Piggyback Registration involving an underwritten offering or any Shelf Underwritten Offering, two (2) Business Days prior to the pricing of such underwritten offering or Shelf Underwritten Offering. Acquirer (whether on its own good-faith determination or as the result of a request for withdrawal by Persons pursuant to separate written contractual obligations) may withdraw a Registration Statement filed with the SEC in connection with a Piggyback Registration at any time prior to the effectiveness of such Registration Statement.

(h) If the managing underwriter or underwriters in an underwritten registration that is to be a Piggyback Registration, in good faith, advises Acquirer and the Holders of Registrable Securities participating in the Piggyback Registration in writing that, in its opinion, the dollar amount or number of the Acquirer Stock that Acquirer desires to sell, taken together with (a) the Acquirer Stock, if any, as to which registration has been demanded pursuant to separate written contractual arrangements with Persons or entities other than the Holders of Registrable Securities hereunder, (b) the Registrable Securities as to which registration has been requested pursuant to Section 8(g) hereof, and (c) the Acquirer Stock, if any, as to which registration has been requested pursuant to separate written contractual piggy-back registration rights of other stockholders of Acquirer, exceeds the Maximum Number of Securities, then:

(i) if the registration is undertaken for Acquirer's account, Acquirer shall include in any such registration (a) first, the Acquirer Stock or other equity securities that Acquirer desires to sell, which can be sold without exceeding the Maximum Number of Securities; (b) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (a), the Acquirer Stock of holders exercising their piggy-back registration rights pursuant to Section 2.3 of the July 2021 Registration Rights Agreement, which can be sold without exceeding the Maximum Number of Securities; (c) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (a) and (b), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to Section 8(g) hereof (pro rata, based on the respective number of Registrable Securities held by each Holder), which can be sold without exceeding the Maximum Number of Securities and (d) fourth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (a),(b) and (c), the Acquirer Stock, if any, as to which registration has been requested pursuant to any other written contractual piggy-back registration rights of other stockholders of Acquirer, which can be sold without exceeding the Maximum Number of Securities; and

(ii) if the registration is pursuant to a request by Persons or entities other than the Holders of Registrable Securities, then Acquirer shall include in any such registration (a) first, the Acquirer Stock or other equity securities, if any, of such requesting Persons or entities, other than the Holders of Registrable Securities, which can be sold without exceeding the Maximum Number of Securities; (b) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (a), the Acquirer Stock of holders exercising their piggy-back registration rights pursuant to Section 2.3 of the July 2021 Registration Rights Agreement, which can be sold without exceeding the Maximum Number of Securities; (c) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (a) and (b), the Acquirer Stock or other equity securities that Acquirer desires to sell for its own account, which can be sold without exceeding the Maximum Number of Securities; (d) fourth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (a), (b) and (c), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to Section 8(g) hereof (pro rata, based on the respective number of Registrable Securities held by each Holder), which can be sold without exceeding the Maximum Number of Securities; and (e) fifth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (a), (b), (c) and (d), the Acquirer Stock or other equity securities for the account of other Persons or entities that Acquirer is obligated to register pursuant to other separate written contractual arrangements with such Persons or entities, which can be sold without exceeding the Maximum Number of Securities.

(i) Notwithstanding any other provision of this Agreement, but subject to the restrictions set forth in Section 1 or Section 2 of this Agreement and subject to Section 8(m), if a Demanding Holder desires to effect an offering or sale of Registrable Securities by any Holder on a block trade or underwritten basis (whether firm commitment or otherwise) effected pursuant to a Registration Statement without substantial marketing efforts prior to pricing, including, without limitation, a same day trade, overnight trade or similar transaction (a "***Block Trade***") (x) with a total offering price reasonably expected to exceed the Minimum Amount or (y) including all remaining Registrable Securities held by the Demanding Holder, then notwithstanding the time periods provided for in Section 8(b), such Demanding Holder shall notify Acquirer of the Block Trade at least five (5) Business Days prior to the day such offering is to commence and Acquirer shall as expeditiously as possible use its commercially reasonable efforts to facilitate such Block Trade; provided that the Demanding Holders wishing to engage in the Block Trade shall use commercially reasonable efforts to work with Acquirer and any underwriters or placement agents or sales agents prior to making such request in order to facilitate preparation of the registration statement, prospectus and other offering documentation related to the Block Trade. Prior to the filing of the applicable "red herring" prospectus or prospectus supplement used in connection with a Block Trade, any Demanding Holders shall have the right to submit a withdrawal notice to Acquirer and the underwriter or underwriters or placement agents or sales agents (if any) of their intention to withdraw from such Block Trade.

(j) In the case of the registration, qualification, exemption or compliance effected by Acquirer pursuant to this Agreement, Acquirer shall, upon reasonable request, inform the Holders as to the status of such registration, qualification, exemption and compliance. At its expense Acquirer shall:

(i) except for such times as Acquirer is permitted hereunder to suspend the use of the prospectus forming part of a Registration Statement or as otherwise provided in this Section 8, use its commercially reasonable efforts to keep such registration, and any qualification, exemption or compliance under state securities laws which Acquirer determines to obtain, continuously effective with respect to the Holders, and to keep the applicable Registration Statement or any subsequent shelf registration statement free of any material misstatements or omissions, until all Registrable Securities covered by such Registration Statement have been sold;

(ii) prepare and file with the SEC such amendments and post-effective amendments to the Registration Statement, and such supplements to the Prospectus, as may be reasonably requested by a majority in interest of the applicable Holders of Registrable Securities registered on such Registration Statement or any underwriter of Registrable Securities or as may be required by the rules, regulations or instructions applicable to the registration form used by the SEC or by the Securities Act or rules and regulations thereunder to keep the Registration Statement effective until all Registrable Securities covered by such Registration Statement are sold in accordance with the intended plan of distribution set forth in such Registration Statement or supplement to the prospectus;

(iii) advise the Holders, as promptly as practicable but in any event, within two (2) Business Days:

(1) when a Registration Statement or any amendment thereto has been filed with the SEC and when such Registration Statement or any post-effective amendment thereto has become effective;

(2) of the issuance by the SEC of any stop order suspending the effectiveness of any Registration Statement or the initiation of any proceedings for such purpose;

(3) of the receipt by Acquirer of any notification with respect to the suspension of the qualification of the Registrable Securities included therein for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and

(4) subject to the provisions in this Agreement, of the occurrence of any event that requires the making of any changes in any Registration Statement or prospectus included therein so that, as of such date, the statements therein are not misleading and do not omit to state a material fact required to be stated therein or necessary to make the statements therein (and in the case of a prospectus, in the light of the circumstances under which they were made) not misleading;

(iv) use its commercially reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of any Registration Statement as soon as reasonably practicable;

(v) upon the occurrence of any event contemplated in Section 8(j)(ii)(4), except for such times as Acquirer is permitted hereunder to suspend, and has suspended, the use of a prospectus forming part of a Registration Statement, Acquirer shall use its commercially reasonable efforts to as soon as reasonably practicable prepare a post-effective amendment to such Registration Statement or a supplement to the related prospectus, or file any other required document so that, as thereafter delivered to purchasers of the Registrable Securities included therein, such prospectus will not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(vi) use its commercially reasonable efforts to (1) register or qualify the Registrable Securities covered by any Registration Statement under such securities or "blue sky" laws of such jurisdictions in the United States as the Holders of Registrable Securities included in such Registration Statement (in light of their intended plan of distribution) may request and to

keep such registration or qualification in effect for so long as such Registration Statement remains in effect and (2) take such action necessary to cause such Registrable Securities covered by a Registration Statement to be registered with or approved by such other governmental authorities or securities exchanges, including the applicable Nasdaq Stock Market or such other primary securities exchange or market, if any, on which the Acquirer Stock has been listed no later than the effective date of the applicable Registration Statement on which such Registrable Securities are registered;

(vii) use its commercially reasonable efforts to take all other steps reasonably necessary to effect the registration of the Lock-Up Shares contemplated hereby and, for so long as the undersigned holds Lock-Up Shares, to enable the undersigned to sell the Lock-Up Shares under Rule 144;

(viii) provide a transfer agent and registrar for all such Registrable Securities no later than the effective date of any Registration Statement;

(ix) at least five (5) Business Days (or, in the case of a Block Trade, at least one (1) calendar day) prior to the filing of any Registration Statement or prospectus or any amendment or supplement to such Registration Statement or prospectus, furnish a copy thereof to each seller of

such Registrable Securities or its counsel, including, without limitation, providing, upon request of a Holder, copies promptly upon receipt of any comment letters received with respect to any such Registration Statement or prospectus;

(x) permit a representative of a majority-in-interest of the Holders, the underwriters, if any, and any attorney or accountant retained by such Holders or underwriter to participate, at each such Person's own expense, in the preparation of any Registration Statement and cause Acquirer's officers, directors and employees to supply all information reasonably requested by any such representative, underwriter, attorney or accountant in connection with the registration; provided, however, that, if requested by Acquirer, such representatives or underwriters shall be required to enter into a confidentiality agreement, in form and substance reasonably satisfactory to Acquirer, prior to the release or disclosure of any such information;

(xi) obtain a "cold comfort" letter (including a bring-down letter dated as of the date the Registrable Securities are delivered for sale pursuant to such registration) from Acquirer's independent registered public accountants in the event of an underwritten offering that the participating Holders may rely on, in customary form and covering such matters of the type customarily covered by "comfort" letters as the managing underwriter may reasonably request, and reasonably satisfactory to a majority-in-interest of the participating Holders and any underwriter;

(xii) on the date the Registrable Securities are delivered for sale pursuant to a registration, obtain an opinion and negative assurance letter, dated such date, of counsel representing Acquirer for the purposes of such registration, addressed to the Holders, the placement agent or sales agent, if any, and the underwriters, if any, covering such legal matters with respect to the registration in respect of which such opinion is being given as the Holders, placement agent, sales agent, or underwriter may reasonably request and as are customarily included in such opinions and negative assurance letters, and reasonably satisfactory to a majority in interest of the participating Holders and any underwriter;

(xiii) in the event of any underwritten offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the managing underwriter of such offering;

(xiv) otherwise use its commercially reasonable efforts to comply with all applicable rules and regulations of the SEC, and to make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve (12) months, beginning with the first day of Acquirer's first full calendar quarter after the effective date of the Registration Statement which satisfies the provisions of Section 11(a) of the Securities

Act and the rules and regulations thereunder, including Rule 158 thereunder (or any successor rule promulgated thereafter by the SEC);

(xv) if the registration involves the registration of Registrable Securities involving gross proceeds in excess of $50,000,000, use its reasonable efforts to make available senior executives of Acquirer to participate in customary "road show" presentations that may be reasonably requested by a majority-in-interest of the participating Holders or the underwriter in any underwritten offering;

(xvi) cooperate with each Holder that holds Registrable Securities being offered and the underwriter in any underwritten offering with respect to an applicable Registration Statement, if any, to facilitate the timely (i) preparation and delivery of certificates (not bearing any restrictive legends) representing Registrable Securities that have been offered and sold pursuant to such Registration Statement, and enable such certificates to be registered in such names and in such

denominations or amounts, as the case may be, or (ii) crediting of the Registrable Securities that have been offered and sold pursuant to a Registration Statement to the applicable account (or accounts) with The Depository Trust Company ("***DTC***") through its Deposit/Withdrawal At Custodian ("***DWAC***") system, in any such case as such Holder or underwriter, if any, may reasonably request;

(xvii) for so long as this Agreement remains effective, use reasonable best effects to (a) cause the Acquirer Stock to be eligible for clearing through DTC, through its DWAC system; (b) be eligible and participating in the Direct Registration System (DRS) of DTC with respect to the Acquirer Stock; and (c) ensure that the transfer agent for the Acquirer Stock is a participant in, and that the Acquirer Stock is eligible for transfer pursuant to, DTC's Fast Automated Securities Transfer Program (or successor thereto);

(xviii) use its commercially reasonable efforts to make and keep public information available, as those terms are understood and defined in Rule 144, and, without limiting the foregoing, as long as any Holder shall own Registrable Securities (without taking into account the exclusion of the definition of such term contained in clause (iv) thereof), Acquirer, at all times while it shall be a reporting company under the Exchange Act, covenants to file timely all reports required to be filed by Acquirer after the Closing Date pursuant to Sections 13 or 15(d) of the Exchange Act and to promptly furnish the Holders with true and complete copies of all such filings upon request; and

(xix) otherwise, in good faith, cooperate reasonably with, and take such customary actions as may reasonably be requested by the Holders in connection with a registration.

(k) Except as otherwise provided herein, the Registration Expenses (as defined below) of all registrations pursuant to this Agreement shall be borne by Acquirer. It is acknowledged by the Holders that the Holders shall bear all incremental selling expenses relating to the sale of Registrable Securities, such as underwriters' commissions and discounts, brokerage fees and, other than as set forth in the definition of "Registration Expenses," all reasonable fees and expenses of any legal counsel representing the Holders except as otherwise provided herein. ***"Registration Expenses"*** shall mean the out-of-pocket expenses of a registration, including, without limitation, the following: (a) all registration, qualification and filing fees (including fees with respect to filings required to be made with the Financial Industry Regulatory Authority, Inc.) and any securities exchange on which the Acquirer Stock is then listed; (b) fees and expenses of compliance with securities or blue sky laws (including reasonable fees and disbursements of counsel for the underwriters in connection with blue sky qualifications of Registrable Securities); (c) printing, messenger, telephone and delivery expenses; (d) reasonable fees and disbursements of counsel for Acquirer;
(e) reasonable fees and disbursements of all independent registered public accountants of Acquirer incurred specifically in connection with such registration; and (f) reasonable fees and expenses of one (1) legal counsel selected by the Demanding Holders, not to exceed $75,000.

(l) No Person may participate in any underwritten offering for equity securities of Acquirer pursuant to a registration initiated by Acquirer hereunder unless such Person (a) agrees to sell such

Person's securities on the basis provided in any underwriting arrangements approved by Acquirer and (b) completes and executes all customary questionnaires, powers of attorney, indemnities, lock-up agreements, underwriting agreements and other customary documents as may be reasonably required under the terms of such underwriting arrangements. In connection with any underwritten offering of equity securities of Acquirer (other than a Block Trade), each Holder participating in the underwritten offering pursuant to the terms of this Agreement agrees that it shall not transfer any shares of Acquirer Stock or other equity securities of Acquirer (other than those included in such offering pursuant to this Agreement), without the prior written consent of Acquirer, during the 90-day period beginning on the date of pricing of such offering or such shorter period during which Acquirer agrees not to conduct an underwritten primary offering of

Acquirer Stock, except in the event the underwriters managing the offering otherwise agree by written consent. Each Holder participating in the underwritten offering agrees to execute a customary lock-up agreement in favor of the underwriters to such effect (in each case on substantially the same terms and conditions as all such Holders). The immediately foregoing shall in no way limit the restrictions of undersigned's Lock-Up Shares pursuant to the applicable Lock-Up Period.

(m) If (a) during the period starting with the date sixty (60) days prior to Acquirer's good-faith estimate of the date of the filing of, and ending on a date one hundred and twenty (120) days after the effective date of, a Registration Statement in respect of an Acquirer initiated underwritten registration of its securities Acquirer receives a Demand Registration, and provided that Acquirer has delivered written notice to the Holders prior to receipt of a Demand Registration pursuant to Section 8(d) and it continues to actively employ, in good faith, all reasonable efforts to cause the applicable Acquirer-initiated registration statement to become effective, (b) the Holders have requested an underwritten registration and Acquirer and the Holders are unable to obtain the commitment of the underwriters to firmly underwrite the offer, or

(c) in the good faith judgment of the Acquirer Board such registration would be seriously detrimental to Acquirer and the Acquirer Board concludes as a result that it is essential to defer the filing of such Registration Statement at such time, then in each case, Acquirer shall furnish to such Holders a certificate signed by the Chairman of the Acquirer Board stating that in the good-faith judgment of the Acquirer Board it would be seriously detrimental to Acquirer for a Registration Statement with respect to such Demand Registration to be filed in the near future and that it is therefore essential to defer the filing of such Registration Statement, Acquirer shall have the right to defer such filing for a period of not more than sixty

(60) calendar days. For the avoidance of doubt, the foregoing ability to defer the filing of a Registration Statement shall not apply to Acquirer's obligation to file the Initial Shelf pursuant to Section 8(a)**.** Notwithstanding anything to the contrary in this Agreement, Acquirer may, subject to the MNPI Provisions and upon prompt written notice (a "***Suspension Notice***") of such action to the Holders no later than three

(3) Business Days from the date of such Suspension Event (as defined below), delay the filing or postpone the effectiveness of the Registration Statement, and from time to time to require the Holders not to sell under the Registration Statement or to suspend the effectiveness thereof, if (i) such filing, effectiveness or sales would require the inclusion in such Registration Statement of financial statements that are unavailable to Acquirer for reasons beyond Acquirer's control or (ii) the negotiation or consummation of a transaction by Acquirer or its subsidiaries is pending or an event has occurred, which negotiation, consummation or event, the Acquirer Board reasonably believes would require additional disclosure by Acquirer in the Registration Statement of material information that Acquirer has a bona fide business purpose for keeping confidential and the non-disclosure of which in the Registration Statement would be expected, in the reasonable determination of the Acquirer Board would be expected to cause the Registration Statement to fail to comply with applicable disclosure requirements (each such circumstance, a "***Suspension Event***"); provided that Acquirer may not delay or suspend the Registration Statement on more than forty-five (45) consecutive calendar days, determined in good faith by the Acquirer Board to be necessary for such purpose; provided further that Acquirer shall not defer its obligations pursuant to this Section 8(m) more than twice during any twelve (12)-month period; provided further, that in no event shall Acquirer be entitled to delay or defer the filing or effectiveness of the Initial Shelf pursuant to this Section 8(m). Upon receipt of any Suspension Notice during the period that any Registration Statement is effective or if as a result of a Suspension Event any Registration Statement or related prospectus contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made (in

the case of the prospectus) not misleading, the undersigned and each other Holder agrees that (i) it will immediately discontinue offers and sales of the Registrable Securities under such Registration Statement (excluding, for the avoidance of doubt, sales conducted pursuant to Rule 144) until such Holder receives copies of a supplemental or amended prospectus (which Acquirer agrees to promptly prepare) that corrects the misstatement(s) or omission(s) referred to above and receives notice that any post-effective amendment has become effective or unless otherwise notified by Acquirer that it may resume such offers and sales, provided, for the avoidance of doubt, that the foregoing shall not restrict or otherwise affect the consummation of any sale pursuant to a contract entered into, or order placed, by any Holder prior to delivery of the Suspension Notice and (ii) it will maintain the confidentiality of any information included in such Suspension Notice unless otherwise required by law or subpoena. If so directed by Acquirer, each Holder will deliver to Acquirer or, in such Holder's sole discretion destroy, all copies of the prospectus covering the Registrable Securities in such Holder's possession; provided that this obligation to deliver or destroy all copies of the prospectus covering the Registrable Securities shall not apply (A) to the extent such Holder is required to retain a copy of such prospectus (1) in order to comply with applicable legal, regulatory, self-regulatory or professional requirements or (2) in accordance with a bona fide pre-existing document retention policy or (B) to copies stored electronically on archival servers as a result of automatic data back-up. Acquirer shall immediately notify the Holders of the expiration of any period during which it exercised its rights under this Section 8(m).

(n) A Holder may deliver written notice (an "***Opt-Out Notice***") to Acquirer requesting that such Holder not receive notices from Acquirer otherwise required by this Section 8; provided that Holder may later revoke any such Opt-Out Notice in writing. Following receipt of an Opt-Out Notice from a Holder (unless subsequently revoked), (i) Acquirer shall not deliver any such notices to such Holder and such Holder shall no longer be entitled to the rights associated with any such notice and (ii) each time prior to such Holder's intended use of an effective Registration Statement, such Holder will notify Acquirer in writing at least two (2) Business Days in advance of such intended use, and if a notice of a Suspension Event was previously delivered (or would have been delivered but for the provisions of this Section 8(n)) and the related suspension period remains in effect, Acquirer will so notify such Holder, within one (1) Business Day of such Holder's notification to Acquirer, by delivering to such Holder a copy of such Suspension Notice, and thereafter will provide such Holder with the related notice of the conclusion of such Suspension Event promptly following its availability.

(o) Other than with respect to any contractual restriction applicable to any Holder pursuant to this Agreement or any Other Shareholder Agreement, the stock certificates evidencing the Registrable Securities (and/or book entries representing the Registrable Securities) held by each Holder shall not contain or be subject to any legend restricting the transfer thereof (and the Registrable Securities shall not be subject to any stop transfer or similar instructions or notations): (A) while a Registration Statement covering the sale or resale of such securities is effective under the Securities Act, if such Holder provides paperwork to the effect that it has sold such securities and will distribute or transfer such securities pursuant to such Registration Statement and the plan of distribution set forth therein or Rule 144, or (B) if such Holder provides customary paperwork to the effect that it has sold such shares pursuant to Rule 144, or (C) if such Registrable Securities are eligible for sale under Rule 144 (including Rule 144(i)) as set forth in customary non-affiliate paperwork provided by such Holder and such non-affiliate Holder agrees to sell or transfer such Registrable Securities pursuant to Rule 144 or pursuant to a Registration Statement and the plan of distribution set forth therein or (D) if such legend is not required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the staff of the SEC) as determined in good faith by counsel to Acquirer or set forth in a legal opinion delivered by nationally recognized counsel to the Holder (collectively, the "***Unrestricted Conditions***"). Acquirer agrees that at such time as any of the Unrestricted Conditions is met or such legend is otherwise no longer required it will, no later than two (2) Business Days following the delivery by a Holder to Acquirer or Acquirer's transfer agent of a certificate representing any Registrable Securities, issued with a restrictive legend, (or, in the case of Registrable Securities represented by book entries, delivery by a Holder to Acquirer or Acquirer's transfer agent of a legend removal request) deliver or cause to be delivered to such Holder a certificate or, at the request of such Holder, deliver or cause to be delivered such Registrable Securities to such Holder by crediting the account of such Holder's prime broker with DTC through its DWAC system, in each case, free from all restrictive and other legends and stop transfer or similar instructions or notations. If any of the

Unrestricted Conditions is met at the time of issuance of any Registrable Securities, then such securities shall be issued free of all legends.

(p) Indemnification.

(i) Acquirer shall, notwithstanding the termination of this Agreement, indemnify and hold harmless, to the extent permitted by law, each Holder and its respective directors, officers, employees, agents, trustees, partners, members, managers, stockholders, investment advisors and sub-advisors, each Person who controls such Holder (within the meaning of the Securities Act or the Exchange Act) and each Affiliate of such Holder from and against any and all losses, claims, damages, liabilities, costs and expenses (including, without limitation, any reasonable attorneys' fees and expenses incurred in connection with defending or investigating any such action or claim) (collectively, "***Losses***") that arise out of or are caused by any untrue or alleged untrue statement of material fact contained in any Registration Statement (or incorporated by reference therein), prospectus included in any Registration Statement ("***Prospectus***") or preliminary Prospectus or any amendment thereof or supplement thereto or document incorporated by reference therein or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, except insofar as the same are caused by or contained in any information furnished in writing to Acquirer by or on behalf of such Holder expressly for use therein. Acquirer shall notify each Holder promptly of the institution, threat or assertion (to Acquirer's knowledge) of any proceeding arising from or in connection with a Registration Statement on which such Holder's Registrable Securities are registered; provided that the indemnification contained in this Section 8(p) shall not apply to amounts paid in settlement of any Losses if such settlement is effected without the consent of Acquirer (which consent shall not be unreasonably withheld, conditioned or delayed), nor shall Acquirer be liable for any Losses to the extent they arise out of or are based upon a violation which occurs in connection with any offers or sales effected by or on behalf of such Holder in violation of this Agreement.

(ii) In connection with any Registration Statement in which any Holder is participating, such Holder shall furnish to Acquirer in writing such information as Acquirer reasonably requests for use in connection with any such Registration Statement or Prospectus. In connection with any Registration Statement in which any Holder is participating, such Holder agrees to indemnify and hold harmless, to the extent permitted by law, Acquirer, its directors and officers and agents and employees and each Person or entity who controls Acquirer (within the meaning of Section 15 of the Securities Act) against any Losses, resulting from or arising out of any untrue or alleged untrue statement of material fact contained in the Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein in light of the circumstances under which they were made, not misleading, but only to the extent that such untrue statement or omission is contained (or not contained in the case of an omission) in and are based on any information or affidavit so furnished in writing by or on behalf of such Holder expressly for use therein; provided that in no event shall the aggregate liability of a Holder (including, for the avoidance of doubt, under Section 8(p)(y)) be greater in amount than the dollar amount of the net proceeds received by such Holder from the sale of its Registrable Securities pursuant to such Registration Statement giving rise to such indemnification obligation.

(iii) Any Person entitled to indemnification herein shall (A) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give prompt notice shall not impair any Person's right to indemnification hereunder to the extent such failure has not materially prejudiced the indemnifying party in defending such claim) and (B) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim. permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is

assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (which consent shall not be unreasonably withheld, conditioned or delayed). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel (plus local counsel) for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of legal counsel to any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim. No indemnifying party shall, without the consent of the indemnified party, consent to the entry of any judgment or enter

into any settlement which cannot be settled in all respects by the payment of money (and such money is so paid by the indemnifying party pursuant to the terms of such settlement) or which settlement does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation or includes any admission as to fault or culpability or failure to act on the part of an indemnified party.

(iv) The indemnification provided under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director, employee, agent, affiliate or controlling Person of such indemnified party and shall survive the transfer of the Lock-Up Shares.

(v) If the indemnification provided under this Section 8(p) from the indemnifying party is unavailable or insufficient to hold harmless an indemnified party in respect of any Losses referred to herein, then the indemnifying party, in lieu of indemnifying the indemnified party, shall contribute to the amount paid or payable by the indemnified party as a result of such Losses in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified party, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, was made by (or not made by, in the case of an omission), or relates to information supplied by (or not supplied by, in the case of an omission), such indemnifying party or indemnified party, and the indemnifying party's and indemnified party's relative intent, knowledge, access to information and opportunity to correct or prevent such action and the benefits received by the such indemnifying party or indemnified party; provided, however, that the liability of any Holder under this Section 8(p)(v) shall be limited to the amount of the net proceeds received by such Holder from the sale of Registrable Securities in such offering giving rise to such liability. The amount paid or payable by a party as a result of the Losses or other liabilities referred to above shall be deemed to include, subject to the limitations set forth in Section 8(p)(i), 8(p)(ii), and 8(p)(iii), any legal or other fees, charges or expenses reasonably incurred by such party in connection with any investigation or proceeding. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this Section 8(p)(v) from any Person who was not guilty of such fraudulent misrepresentation.

(q) The undersigned agrees that each New Holder (as defined in the July 2021 Registration Rights Agreement) shall have piggyback registration rights in respect of any Registration Statement that is filed pursuant to this Section 8, pursuant to and in accordance with Section 5.6 of the July 2021 Registration Rights Agreement, and that the provisions of the Registration Rights Agreement shall apply, *mutatis mutandis*, to the exercise of any such piggyback registration rights by any such New Holder in respect of any such Registration Statement.

(r) The rights, duties and obligations of the undersigned under this Section 8 may be freely assigned or delegated by the undersigned to a 5% Insider; provided, however, that if any such assignment or delegation occurs during a Lock-Up Period, such 5% Insider must enter into a written agreement with Acquirer agreeing to be bound by the provisions of this Agreement in accordance with Section 5 of this

Agreement and shall thereafter be a "***Holder***" for purposes of this Section 8. For purposes of this Agreement, a "***5% Insider***" means any stockholder of Seller that is both the record or beneficial owner of at least 5% of the outstanding shares of common stock of Seller and an insider (non-institutional) stockholder of Seller.

9. The undersigned represents and warrants that it (i) is a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) or an institutional "accredited investor" (within the meaning of Rule 501(a) under the Securities Act) satisfying the applicable requirements set forth on Schedule A, (ii) is acquiring the Lock-Up Shares only for its own account and not for the account of others, and (iii) is not acquiring the Lock-Up Shares with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act or any other securities laws of the United States or any other applicable jurisdiction (and shall provide the requested information on Schedule A following the signature page hereto). The undersigned is not an entity formed for the specific purpose of acquiring the Lock-Up Shares, unless such newly formed entity is an entity in which all of the equity owners are "accredited investors" (within the meaning of Rule 501(a) under the Securities Act).

10. The undersigned understands that the Lock-Up Shares are being offered in a transaction not involving any public offering within the meaning of the Securities Act and that the Lock-Up Shares have not been registered under the Securities Act or any other securities laws of the United States or any other jurisdiction. The undersigned understands that it is acquiring its entire beneficial ownership interest in the Lock-Up Shares for the undersigned's own account for investment purposes only and not with a view to any distribution of the Lock-Up Shares in any manner that would violate the securities laws of the United States or any other applicable jurisdiction. The undersigned understands that the Lock-Up Shares may not be resold, transferred, pledged or otherwise disposed of by the undersigned absent an effective registration statement under the Securities Act, except (i) to Acquirer or a subsidiary thereof, (ii) pursuant to offers and sales that occur in an "offshore transaction" within the meaning of Regulation S under the Securities Act,
(iii) pursuant to Rule 144 under the Securities Act, provided that all of the applicable conditions thereof (including those set out in Rule 144(i) which are applicable to Acquirer) have been met, or (iv) pursuant to another applicable exemption from the registration requirements of the Securities Act, including pursuant to a private sale effected under Section 4(a)(7) of the Securities Act or applicable formal or informal SEC interpretation or guidance, such as a so-called "4(a)(1) and a half" sale, and that any certificates or book- entry records representing the Lock-Up Shares shall contain a legend to such effect. The undersigned understands and agrees that the Lock-Up Shares will be subject to the foregoing restrictions and, as a result, the undersigned may not be able to readily resell the Lock-Up Shares and may be required to bear the financial risk of an investment in the Lock-Up Shares for an indefinite period of time. The undersigned understands that it has been advised to consult legal counsel prior to making any offer, resale, pledge or transfer of any of the Lock-Up Shares. By making the representations in this Section 10, the undersigned does not agree to hold any of the Lock-Up Shares for any minimum or other specific term and reserves the right to assign, transfer or otherwise dispose of any of the Lock-Up Shares at any time in accordance with or pursuant to a registration statement or an exemption under the Securities Act; provided, however, that the Lock-Up Shares shall be subject to the restrictions set forth in Section 1 and Section 2 of this Agreement.

11. The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Agreement and that this Agreement constitutes the legal, valid and binding obligation of the undersigned, enforceable in accordance with its terms. Any obligations of the undersigned shall be binding upon the successors and permitted assigns of the undersigned from and after the Closing Date.

12. This Agreement constitutes the entire agreement and understanding of the parties hereto in respect of the subject matter hereof and supersedes all prior understandings, agreements, or representations by or among the parties hereto, written or oral, to the extent they relate in any way to the subject matter hereof. This Agreement may not be changed, amended, modified or waived (other than to correct a typographical error) as to any particular provision, except by a written instrument executed by all parties hereto.

13. Except as provided in Sections 5 and 8 hereof, this Agreement and the rights and obligations of the parties hereunder shall not be assignable or transferable by any party hereto (including in connection with a merger, consolidation, sale of substantially all of the assets of such party or otherwise by operation of Law) without the prior written consent of (a) Acquirer, in the case of any such attempted assignment or transfer by the undersigned, or (b) the undersigned, in the case of any such attempted assignment or transfer by Acquirer. Any attempted assignment in violation of this Section 13 shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Acquirer and the undersigned and their respective successors and permitted assigns.

14. This Agreement, any non-contractual rights or obligations arising out of or in connection with it, and all Disputes will be governed by, and enforced and construed in accordance with, the Laws of the State of Delaware, without regard to the conflict of laws rules of such state that would result in the application of the Laws of another jurisdiction.

15. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY OR DISPUTES RELATING HERETO. EACH PARTY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR

ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF A DISPUTE, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 15.

16. Any term or provision of this Agreement that is held by a court of competent jurisdiction or arbitrator to be invalid, void or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the invalid, void or unenforceable term or provision in any other situation or in any other jurisdiction. If the final judgment of such court or arbitrator declares that any term or provision hereof is invalid, void or unenforceable, the parties hereto agree to (a) reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases, and (b) replace any invalid, void or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the original intention of the invalid or unenforceable term or provision.

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

18. All notices, demands, waivers and other communications pursuant to this Agreement will be in writing and will be deemed given if delivered personally or delivered by electronic mail or globally recognized express delivery service to the parties hereto at the addresses set forth on the signature page hereto or to such other address as the party to whom notice is to be given to the other parties hereto in writing in accordance herewith. Any such notice, demand, waiver or other communication will be deemed to have been delivered and received (a) in the case of personal delivery, on the date of such delivery, (b) in the case of electronic mail, on the date of sending if no automated notice of delivery failure is received by the sender, and (c) in the case of a globally recognized express delivery service, on the date on which receipt by the addressee is confirmed pursuant to the service's systems.

19. This Agreement shall become effective on the Closing Date. This Agreement and the obligations of each party hereunder shall automatically terminate upon any termination of the Merger Agreement.

[*Signature on the following page*]

Very truly yours,

By:
Name:
Title:

Address:

Email:

Accepted and Agreed:

ACQUIRER

SEMA4 HOLDINGS CORP.

By:
Name:
Title:

Address: 333 Ludlow Street,
North Tower, 8th floor
Stamford, CT 06902

Email:

[Signature Page to Shareholder Agreement]

SCHEDULE A
ELIGIBILITY REPRESENTATIONS OF THE UNDERSIGNED

A. QUALIFIED INSTITUTIONAL BUYER STATUS
(Please check the applicable subparagraphs):

1. • We are a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act (a "QIB")).

2. • We are subscribing for the Lock-Up Shares as a fiduciary or agent for one or more investor accounts, and each owner of such account is a QIB.

*** OR ***

B. INSTITUTIONAL ACCREDITED INVESTOR STATUS
(Please check each of the following subparagraphs):

1. • We are an "accredited investor" (within the meaning of Rule 501(a) under the Securities Act) or an entity in which all of the equity holders are accredited investors within the meaning of Rule 501(a) under the Securities Act and have marked and initialed the appropriate box on the following page indicating the provision under which we qualify as an "accredited investor".

2. • We are not a natural person.

*** AND ***

C. AFFILIATE STATUS
(Please check the applicable box)
THE UNDERSIGNED:

☐ is:

☐ is not:

an "affiliate" (as defined in Rule 144 under the Securities Act) of the Acquirer or acting on behalf of an affiliate of the Acquirer.

FINRA Rule 4512(c) states that an "institutional account" shall mean any person who comes within any of the below listed categories. The undersigned has indicated, by marking and initialing the appropriate box below, the provision(s) below which apply to the undersigned and under which the undersigned accordingly qualifies as an "institutional account."

• a bank, savings and loan association, insurance company or registered investment company;

• an investment adviser registered either with the SEC under Section 203 of the Investment Advisers Act or with a state securities commission (or any agency or office performing like functions); or

- any other person (whether a natural person, corporation, partnership, trust or otherwise) with total assets of at least $50 million.

This page should be completed by the undersigned and constitutes a part of the Shareholder Agreement.

Schedule A-1

Rule 501(a), in relevant part, states that an "accredited investor" shall mean any person who comes within any of the below listed categories, or who the Acquirer reasonably believes comes within any of the below listed categories, at the time of the sale of the securities to that person. The undersigned has indicated, by marking and initialing the appropriate box below, the provision(s) below that apply to the undersigned and under which the undersigned accordingly qualifies as an "accredited investor."

- Any bank as defined in section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity;

- Any broker or dealer registered pursuant to section 15 of the Exchange Act;

- An investment adviser registered pursuant to section 203 of the Investment Advisers Act of 1940 or registered pursuant to the laws of a state;

- An investment adviser relying on the exemption from registering with the Securities and Exchange Commission under section 203(l) or (m) of the Investment Advisers Act of 1940;

- Any insurance company as defined in section 2(a)(13) of the Securities Act;

- Any investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of the Securities Act;

- Any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958;

- A Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act;

- Any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000;

- Any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

- Any private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;
- Any organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, partnership or limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000;

This page should be completed by the undersigned and constitutes a part of the Shareholder Agreement.

Schedule A-2

• Any trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of the Securities Act;

• An entity, of a type not listed in any of the foregoing paragraphs, not formed for the specific purpose of acquiring the securities offered, owning investments in excess of $5,000,000;

• A "family office," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1): (i) with assets under management in excess of $5,000,000, (ii) that is not formed for the specific purpose of acquiring the securities offered, and (iii) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment;

• A "family client," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1), of a family office meeting the requirements in the foregoing paragraph and whose prospective investment in the issuer is directed by such family office pursuant to clause (iii) in the foregoing paragraph;

• Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds $1,000,000. For purposes of calculating a natural person's net worth: (a) the person's primary residence must not be included as an asset; (b) indebtedness secured by the person's primary residence up to the estimated fair market value of the primary residence must not be included as a liability (except that if the amount of such indebtedness outstanding at the time of calculation exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess must be included as a liability); and (c) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the residence must be included as a liability;

• Any natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year; or

• Any entity in which all of the equity owners are accredited investors meeting one or more of the above tests.

EXHIBIT B
Form of Support Agreement

STOCKHOLDER SUPPORT AGREEMENT

This Stockholder Support Agreement (this "***Agreement***") is dated as of January 14, 2022, by and among Sema4 Holdings Corp., a Delaware corporation ("***Acquirer***"), OPKO Health, Inc., a Delaware corporation (the "***Seller***") and the Person set forth on Schedule I hereto ("***Stockholder***"). Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Merger Agreement (as defined below).

WHEREAS, as of the date hereof, Stockholder is the holder of record and/or beneficial owner (as defined in Rule 13d-3 of the Exchange Act) of the shares of Acquirer Stock set forth opposite its name on Schedule I attached hereto (all such shares of Acquirer Stock, together with any additional shares or other voting securities of Acquirer of which such Stockholder acquires record or beneficial ownership after the date of this Agreement, by any means, such Stockholder's "***Shares***");

WHEREAS, contemporaneously with the execution and delivery of this Agreement, Acquirer, Orion Merger Sub I, a Delaware corporation ("***Merger Sub I***"), Orion Merger Sub II, LLC, a Delaware limited liability company ("***Merger Sub II***"), GeneDx, Inc., a New Jersey corporation ("***Company***"), GeneDx Holding 2, Inc., a Delaware corporation ("***Holdco2***"), and Seller have entered into an Agreement and Plan of Merger and Reorganization (as amended or modified from time to time, the "***Merger Agreement***"), dated as of the date hereof, pursuant to which, among other transactions, on the Closing Date but following consummation of the Pre-Closing Restructuring, Merger Sub I will merge with and into Holdco2 (the "***First Merger***"), with Holdco2 as the surviving corporation in the First Merger and Merger Sub I will merge with and into HoldCo2 (the "***First Merger***"), with HoldCo2 as the surviving corporation in the First Merger, and immediately after the consummation of the First Merger, as part of the same overall transaction, Holdco2, as the surviving corporation in the First Merger, will merge with and into Merger Sub II (the "***Second Merger***" and, together with the First Merger, the "***Mergers***"), with Merger Sub II as the surviving corporation and the direct owner of all of the equity interests in GeneDx Delaware LLC.

WHEREAS, on or prior to the date hereof, Acquirer entered into subscription agreements (the "***Subscription Agreements***" with the PIPE Investors pursuant to which, and on the terms and subject to the conditions of which, such PIPE Investors have agreed to purchase from Acquirer shares of Acquirer Stock for an aggregate purchase price equal to the PIPE Investment Amount, such purchases to be consummated prior to or substantially concurrently with the Closing (the "***PIPE Investment***," and, together with the other transactions contemplated by the Merger Agreement, the "***Transactions***").

WHEREAS, as an inducement to Seller and Acquirer to enter into the Merger Agreement and to consummate the Transactions, the parties hereto desire to agree to certain matters as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

ARTICLE I
STOCKHOLDER SUPPORT AGREEMENT; COVENANTS

Section 1.1 No Transfer. Stockholder agrees that during the term of this Agreement, Stockholder shall not, directly or indirectly, (a) sell, assign, transfer (including by operation of law), swap, convert, lien, pledge, gift, dispose of or otherwise encumber (including by merger (including by conversion into securities or other consideration), by tendering into any tender or exchange offer, by testamentary disposition, by operation of Law or otherwise, or by divesting itself (pursuant to contract or otherwise) of any rights as a stockholder of Stockholder's Shares, including, without limitation, the right to vote such Shares) (collectively, a "***Transfer***") or enter into any contract or option with respect to the Transfer of, (i) any of

such Stockholder's Shares (the "Restricted Amount"), (b) publicly announce to do any of the foregoing or
(c) take any action that would make any representation or warranty of such Stockholder contained herein untrue or incorrect or which would have the effect of preventing or disabling Stockholder from performing his, her or its obligations under this Agreement in any material respect; provided that the

foregoing shall not prohibit (W) for all purposes of this Section 1(a) from and after the date of the Acquirer Stockholders' Meeting at which the Requisite Vote is obtained, the Stockholder and its affiliates shall be permitted to Transfer (and enter into any Contract or option with respect to any such Transfer), 100% of the Restricted Amount (such maximum aggregate amount of shares, the "Transferrable Amount"), it being understood and agreed, for the avoidance of doubt, that prior to the date of such Acquirer Stockholders' Meeting the Stockholder shall not enter into any Contract or option with respect to any such Transfer or publicly disclose, or take any action, that would reasonably be expected to require public disclosure of any intent or plan by Stockholder to engage in any such Transfer (provided that the foregoing shall not restrict the Stockholder from disclosing (including in any filing required by law to be made with the SEC) the existence of this Agreement or the rights of the Stockholder to Transfer Shares in accordance with this Agreement),
(X) the transfer of any of the Shares by Stockholder to any managers, partners, members or other direct or indirect equity holders or affiliates of Stockholder (which, for the avoidance of doubt, shall include any investment fund or managed account that is managed on a discretionary basis by the same investment manager as Stockholder) or to any of its or their officers, directors or employees, but only if any such transferee shall execute a joinder or other instrument agreeing to be bound by the provisions of this Agreement, (Y) any pledge of the Shares in connection with a bona fide margin agreement or grant of a security interest in some or all of the Shares to a financial institution that is an "accredited investor" as defined in Rule 501(a) under the Securities Act, or (Z) any hedging or other transactions, including without limitation any short sales or purchases or sales of "derivative" securities based on securities issued by Acquirer, that do not result in the transfer of any of the Shares or the disposition of voting power in respect thereof prior to the termination of this Agreement. Stockholder hereby covenants and agrees that such Stockholder shall not (i) enter into any voting agreement or voting trust with respect to any of such Stockholder's Shares that is inconsistent with such Stockholder's obligations pursuant to this Agreement,
(ii) grant a proxy or power of attorney with respect to any of such Stockholder's Shares that is inconsistent with such Stockholder's obligations pursuant to this Agreement or (iii) enter into any agreement or undertaking that is otherwise inconsistent with, or would interfere with, or prohibit or prevent such Stockholder from satisfying its obligations pursuant to this Agreement. In furtherance of the agreements set forth in this Agreement, Stockholder hereby authorizes Acquirer or its counsel to instruct its transfer agent to put in place a stop transfer order with respect to the Restricted Amount except with respect to Transfers of Shares permitted hereby.

Section 1.2 Agreement to Vote. Stockholder hereby unconditionally and irrevocably agrees that, at any meeting of the stockholders of Acquirer however called or at any adjournment thereof, or in any other circumstance that the vote, consent or other approval of the stockholders of Acquirer is sought (the "***Requisite Vote***"), such Stockholder shall (i) appear at such meeting or otherwise cause all of such Stockholder's Shares to be counted present thereat for purposes of calculating a quorum and (ii) vote or cause to be voted (or duly and promptly execute and deliver, or cause to be duly and promptly executed and delivered, an action by written consent which written consent shall be delivered promptly, and in any event within three Business Days, after Acquirer, as applicable requests such delivery), all of such Stockholder's Shares:

(a) to approve the issuance of the Stock Consideration pursuant to the Merger Agreement and the issuance of the shares of Acquirer Stock pursuant to the Subscription Agreements;

(b) to approve the appointment of the Specified Designees to the Acquirer Board for terms that expire no earlier than the end of the Second Milestone Period;

(c) to approve an amendment to the Company's current Third Amended and Restated Certificate of Incorporation to increase the authorized shares of Acquirer Stock from 380,000,000 to 1,000,000,000;

(d) to approve any other proposal included in the Proxy Statement that is recommended by the Acquirer Board as necessary to consummate the Transactions;

(e) to approve any proposal that is recommended by the Acquirer Board to adjourn the meeting to a later date, if there are not sufficient affirmative votes (in person or by proxy) to obtain the requested approvals on the date on which such meeting is held; and

(f) against any and all other proposals that could reasonably be expected to delay or impair the ability of Acquirer to consummate the Transactions.

Nothing in this Agreement limits or restricts any Affiliate or designee of Stockholder who serves as a member of the Acquirer Board in acting or voting in his or her capacity as a director of Acquirer and exercising his or her fiduciary duties and responsibilities, it being understood that this Agreement applies to Stockholder solely in its capacity as a stockholder of Acquirer and does not apply to any such Affiliate or designee's actions, judgments or decisions as a director of Acquirer, and such actions (or failures to act) shall not be deemed to constitute a breach of this Agreement.

Section 1.3 Proxy.

(a) Solely in furtherance of Section 1.2 of this Agreement and subject to termination as provided in Section 3.1 of this Agreement, Stockholder (i) hereby irrevocably grants to, and appoints, Acquirer or any individual designated by Acquirer as the Stockholder's agent, irrevocable proxy and attorney-in-fact (with full power of substitution and resubstitution) to vote the Shares, provide written consents, express consent or otherwise utilize voting power as indicated in Section 1.2 of this Agreement; provided, however, that Stockholder's grant of the proxy contemplated by this Section 1.3(a) shall be effective if, and only if, Stockholder has not delivered to the Secretary of Acquirer at least five Business Days prior to such meeting a duly executed proxy card previously approved by Acquirer voting Stockholder's Shares in the manner specified in Section 1.2 or in the event such proxy card has been thereafter modified or revoked or otherwise fails to provide evidence of Stockholder's compliance with its obligations under Section 1.2 in form and substance reasonably acceptable to Acquirer, (ii) hereby affirms that the irrevocable proxy set forth in this Section 1.3, if it becomes effective pursuant to clause (i), is given in connection with the execution of the Merger Agreement, and that such irrevocable proxy is given to secure the performance of the duties of Stockholder under this Agreement and (iii) hereby (a) affirms that the irrevocable proxy is coupled with an interest and (b) affirms that such irrevocable proxy, if it becomes effective pursuant to clause (i), is executed and intended to be irrevocable in accordance with the provisions of Section 212(e) of the General Corporation Law of the State of Delaware.

(b) Stockholder hereby represents that all proxies, powers of attorney, instructions or other requests given by Stockholder prior to the execution of this Agreement in respect of the voting of Stockholder's Shares, if any, are not irrevocable and Stockholder hereby revokes (or causes to be revoked) any and all previous proxies, powers of attorney, instructions or other requests with respect to Stockholder's Shares. The vote, if any, of the proxy holder pursuant to the proxy set forth in this Section 1.3 shall control the outcome, and be determinative, of any conflict between the vote by the proxy holder of the Shares and a vote by a Stockholder of the Shares. Stockholder shall provide evidence to Acquirer in connection with the actions of the Stockholder under or relating to this Section 1.3 as Acquirer shall reasonably request.

Section 1.4 No Challenges. Stockholder agrees not to commence, join in, facilitate, assist or knowingly encourage, and agrees to take all actions reasonably necessary to opt out of any class in any class action with respect to, any claim, derivative or otherwise, against Acquirer or any of its respective successors or directors challenging the validity of, or seeking to enjoin the operation of, any provision of this Agreement.

Section 1.5 No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in the Acquirer Parties any direct or indirect ownership or incidence of ownership of or with respect to any Shares, except as expressly provided herein. All rights, ownership and economic benefits of and relating to the Shares shall remain vested in and belong to Stockholder, and neither Acquirer nor Merger Subs shall have any authority to direct Stockholder in the voting or disposition of any of the Shares, except as otherwise provided herein.

Section 1.6 No Inconsistent Agreement. Stockholder hereby represents and covenants that such Stockholder has not entered into, shall not enter into and is not otherwise bound by, any agreement that would restrict, limit or interfere with the performance of such Stockholder's obligations hereunder.

Section 1.7 Consent to Disclosure. Stockholder hereby consents to the publication and disclosure required by applicable securities Laws or the SEC or any other securities authorities, any other documents or communications provided by Acquirer to any Governmental Authority of such Stockholder's identity and beneficial ownership of Shares and the nature of such Stockholder's commitments, arrangements and understandings under and relating to this Agreement and, if deemed appropriate by Acquirer, a form of this Agreement. Stockholder will promptly provide any information reasonably requested by Acquirer that is necessary for any regulatory application or filing made or approval sought in connection with the Transactions (including filings with the SEC). The Acquirer shall provide Stockholder with a reasonable opportunity to review and comment on any disclosure made in accordance with Section 1.7 and shall consider in good faith any comments of Stockholder, and the Acquirer shall not make any substantive revision to information regarding Stockholder that is provided by Stockholder for inclusion in any filing with the SEC without Stockholder's approval, which shall not be unreasonably withheld, delayed or conditioned.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the Stockholder. Stockholder represents and warrants as of the date hereof to Acquirer as follows:

(a) Organization; Due Authorization. If such Stockholder is not a natural person, it is duly organized, validly existing and in good standing under the Laws of the jurisdiction in which it is incorporated, formed, organized or constituted, and the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby are within such Stockholder's corporate, limited liability company or organizational powers and have been duly authorized by all necessary corporate, limited liability company or organizational actions on the part of such Stockholder. If such Stockholder is a natural person, such Stockholder has full legal capacity, right and authority to execute and deliver this Agreement and to perform his or her obligations hereunder. This Agreement has been duly executed and delivered by such Stockholder and, assuming due authorization, execution and delivery by the other parties to this Agreement, this Agreement constitutes a legally valid and binding obligation of such Stockholder, enforceable against such Stockholder in accordance with the terms hereof (except as enforceability may be limited by bankruptcy Laws, other similar Laws affecting creditors' rights and general principles of equity affecting the availability of specific performance and other equitable remedies). If this Agreement is being executed in a representative or fiduciary capacity, the Person signing this

Agreement has full power and authority to enter into this Agreement on behalf of the applicable Stockholder.

(b) Ownership. Such Stockholder is the record and/or beneficial owner (as defined in Rule 13d-3 of the Exchange Act) of, and has good title to, all of such Stockholder's Shares, and there exist no encumbrances or any other limitation or restriction (including any restriction on the right to vote, sell or otherwise dispose of such Shares (other than transfer restrictions under the Securities Act)) affecting any such Shares, other than encumbrances pursuant to (i) this Agreement, (ii) the certificate of incorporation of Acquirer, (iii) the Merger Agreement, (iv) pursuant to any existing lock-up agreement, (v) any applicable securities Laws or (vi) that would not prevent, enjoin or delay in any manner Stockholder's performance of its obligations under this Agreement. Such Stockholder's Shares are the only equity securities in Acquirer owned of record or beneficially by such Stockholder on the date of this Agreement, and none of such Stockholder's Shares are subject to any proxy, voting trust or other agreement or arrangement with respect to the voting of such Shares, except as provided hereunder and under the certificate of incorporation of Acquirer or as noted on Schedule I. Such Stockholder does not hold or own any rights to acquire (directly or indirectly) any equity securities of Acquirer or any equity securities convertible into, or which can be exchanged for, equity securities of Acquirer other than warrants issued by the Acquirer prior to the date of this Agreement or earn-out shares issuable pursuant to

the Agreement and Plan of Merger by and among Acquirer, S-IV Sub, Inc. and Mount Sinai Genomics, Inc. dated as of February 9, 2021, as amended.

(c) No Conflicts. The execution and delivery of this Agreement by such Stockholder does not, and the performance by such Stockholder of his, her or its obligations hereunder will not, (i) if such Stockholder is not an individual, conflict with or result in a violation of the organizational documents of such Stockholder or (ii) require any consent or approval that has not been given or other action that has not been taken by any Person (including under any Contract binding upon such Stockholder or such Stockholder's Shares) to the extent such consent, approval or other action would prevent, enjoin or materially delay the performance by such Stockholder of its, his or her obligations under this Agreement.

(d) Litigation. There are no Proceedings pending against such Stockholder, or to the knowledge of such Stockholder threatened against such Stockholder, before (or, in the case of threatened Proceedings, that would be before) any arbitrator or any Governmental Authority, which in any manner challenges or seeks to prevent, enjoin or materially delay the performance by such Stockholder of its, his or her obligations under this Agreement.

(e) Brokerage Fees. No broker, finder, investment banker or other Person is entitled to any brokerage fee, finders' fee or other commission in connection with the transactions contemplated by the Merger Agreement based upon arrangements made by such Stockholder, for which Acquirer or any of its Affiliates may become liable.

(f) Acknowledgment. Such Stockholder understands and acknowledges that Seller and Acquirer are entering into the Merger Agreement in reliance upon such Stockholder's execution, delivery and performance of this Agreement.

ARTICLE III MISCELLANEOUS

Section 3.1 Termination. All of the provisions this Agreement (and the proxy granted hereunder) shall terminate and be of no further force or effect upon the earlier of (a) the Effective Time, (b) such date and time as the Merger Agreement shall be terminated in accordance with Section 7.1 thereof (the earlier of clause (a) and (b) being the "Expiration Time") and (c) the written agreement of Acquirer, Seller and Stockholder to terminate the provisions of this Agreement. Stockholder shall also have the right to

terminate this Agreement (and the proxy granted hereunder) by written notice to Acquirer if the Transactions have not been consummated by the Outside Date (as defined in the Subscription Agreements). Upon any termination of this Agreement, all obligations of Acquirer and Stockholder under this Agreement will terminate, without any liability or other obligation on the part of any party hereto to any person or entity in respect hereof or the transactions contemplated hereby, and no party hereto shall have any claim against another (and no person or entity shall have any rights against such party), whether under contract, tort or otherwise, with respect to the subject matter hereof; provided, however, that the termination of the provisions of this Agreement shall not relieve any party hereto from liability arising in respect of any willful breach of the provisions of this Agreement prior to such termination. Stockholder's obligations under Section 1.2 and 1.3 shall cease to apply, and the proxy granted under Section 1.3 shall terminate, in the event that the Merger Agreement is amended, modified, supplemented or waived in a manner that (A) increases the Stock Consideration, otherwise materially changes the form, or otherwise materially increases the amount, of the consideration payable by Acquirer pursuant to the Merger Agreement, (B) changes the definition of Specified Designees or (C) is otherwise materially adverse to Stockholder, unless Stockholder has consented to such amendment, modification, supplement or waiver in writing (which consent will not be unreasonably withheld, delayed or conditioned if so requested by Acquirer). This ARTICLE III shall survive the termination of this Agreement.

Section 3.2 Other Agreements. Acquirer represents and warrants to Stockholder that it has obtained a binding support agreement or commitment from the stockholders listed in Schedule II (each a "***Supporting Stockholder***") in respect of the Requisite Vote with substantially the same commitment and terms, including restrictions on transfer as noted in such Schedule, set forth in this Agreement (each a

"***Supporting Stockholder Voting Commitment***"). Acquirer shall not agree to any amendment, waiver, termination or modification of a material term of a Supporting Stockholder Voting Commitment without offering the same amendment, waiver, termination or modification to Stockholder. The obligations of each Supporting Stockholder under any Supporting Stockholder Voting Commitment are several and not joint with the obligations of any other Supporting Stockholder, and no Supporting Stockholder shall be responsible in any way for the performance of the obligations of any other Supporting Stockholder under any Supporting Stockholder Voting Commitment. Nothing contained herein or in any other Supporting Stockholder Voting Commitment , and no action taken by any Supporting Stockholder pursuant hereto or thereto, shall be deemed to constitute the Supporting Stockholders and Stockholder as, and Acquirer acknowledges that the Supporting Stockholders and Stockholder do not so constitute, a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Supporting Stockholders and Stockholder are in any way acting in concert or as a group, and no party hereto will assert any such claim with respect to such obligations or the transactions contemplated hereby or by the Supporting Stockholder Voting Commitments. Acquirer acknowledges and Stockholder confirms that it has independently participated in the negotiation of the transaction contemplated hereby with the advice of its own counsel and advisors. Stockholder shall be entitled to independently protect and enforce its rights, including, without limitation, the rights arising out of this Agreement, and shall not seek, nor shall it be necessary for, any Supporting Stockholder to be joined as an additional party in any proceeding for such purpose.

Section 3.3 Injunctive Relief; Specific Performance. The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof, and, accordingly, that the parties hereto shall, to the fullest extent permitted by Law, be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in the Court of Chancery of the State of Delaware or, if that court does not have jurisdiction, any federal court located in the State of Delaware or any other Delaware State Court without proof of actual damages or otherwise, in addition to any other remedy to which they are entitled at law or in equity as expressly permitted in this Agreement. To the fullest extent permitted by applicable Law, each of the parties hereto hereby further waives (a) any defense in any Proceeding for

specific performance that a remedy at law would be adequate and (b) any requirement under any Law to post security or a bond as a prerequisite to obtaining equitable relief. Each of the parties hereto hereby acknowledges and agrees that it may be difficult to prove damages with reasonable certainty, that it may be difficult to procure suitable substitute performance, and that injunctive relief and/or specific performance will not cause an undue hardship to the parties hereto. Each of the parties hereto hereby further acknowledges that the existence of any other remedy contemplated by this Agreement does not diminish the availability of specific performance of the obligations hereunder or any other injunctive relief. Each party hereto hereby further agrees that in the event of any action by any other party for specific performance or injunctive relief, such party will not assert that a remedy at law or other remedy would be adequate or that specific performance or injunctive relief in respect of such breach or violation should not be available on the grounds that money damages are adequate or any other grounds

Section 3.4 Governing Law; Jurisdiction; Waiver of Jury Trial. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware applicable to contracts executed in and to be performed in that State. Any Proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall, to the fullest extent permitted by applicable Law, be heard and determined exclusively in the Court of Chancery of the State of Delaware; provided, that if jurisdiction is not available in such court, then any such legal Proceeding may be brought in any federal court located in the State of Delaware or any other Delaware state court. To the fullest extent permitted by applicable Law, the parties hereto hereby (i) irrevocably submit to the exclusive jurisdiction of the aforesaid courts for themselves and with respect to their respective properties for the purpose of any Proceeding arising out of or relating to this Agreement or the transactions contemplated hereby brought by any party hereto, and
(ii) agree not to commence any such Proceeding except in the courts described above in Delaware, other than any Proceeding in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in Delaware as described herein. To the fullest extent permitted by applicable Law, each of the parties hereto further agrees that notice as provided herein shall constitute sufficient

service of process and the parties hereto further waive any argument that such service is insufficient. To the fullest extent permitted by applicable Law, each of the parties hereto hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any Proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, (x) any claim that such party is not personally subject to the jurisdiction of the courts in Delaware as described herein for any reason, (y) that such party or such party's property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (z) that (A) the Proceeding in any such court is brought in an inconvenient forum, (B) the venue of such Proceeding is improper or (C) this Agreement or the transactions contemplated hereby, or the subject matter hereof, may not be enforced in or by such courts. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (III) IT MAKES SUCH WAIVERS VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT, BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION.

Section 3.5 Assignment. This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

Except by a Stockholder in connection with a transfer of Shares permitted by Section 1.1 herein, neither this Agreement nor any of the rights, interests or obligations hereunder will be assigned (including by operation of Law) without the prior written consent of the parties hereto.

Section 3.6 Amendment; Waiver; Severability. This Agreement may not be amended, changed, supplemented, waived or otherwise modified or terminated, except upon the execution and delivery of a written agreement executed by the parties to this Agreement. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 3.7 Notices. All notices and other communications among the parties hereto shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) when delivered after posting in the United States mail having been sent registered or certified mail return receipt requested, postage prepaid, (c) when delivered by FedEx or other nationally recognized overnight delivery service or
(d) when e-mailed during normal business hours (and otherwise as of the immediately following Business Day), addressed as follows:

If to Acquirer:

Sema4 Holdings Corp.
333 Ludlow Street, North Tower, 8th Floor Stamford, Connecticut 06902
Attention: General Counsel Email: legal@sema4.com

with a copy to (which will not constitute notice): Fenwick & West LLP

902 Broadway
New York, NY 10010
Email: eskerry@fenwick.com; vlupu@fenwick.com Attention: Ethan A. Skerry; Victoria A. Lupu

If to Seller:

OPKO Health, Inc.
4400 Biscayne Blvd.
Miami, FL 33137 Attention: Steven D. Rubin Email: srubin@opko.com

with a copy (which will not constitute notice) to: Greenberg Traurig, P.A.

333 S.E. 2nd St.

Suite 4400
Miami, FL 33131
Email: grossmanb@gtlaw.com; altmand@gtlaw.com Attention: Robert L. Grossman; Drew M. Altman

If to Stockholder:

To such Stockholder's address set forth in Schedule I (with a copy (which will not constitute notice) as provided thereon, if any.

Notwithstanding the foregoing, in the event notice is delivered pursuant to this Section 3.7 by a means other than email, such party shall email such notice within one (1) Business Day of delivery of such notice by such other means.

Section 3.8 Counterparts. This Agreement may be executed in two or more counterparts (any of which may be delivered by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

Section 3.9 Entire Agreement. This Agreement and the agreements referenced herein constitute the entire agreement and understanding of the parties hereto in respect of the subject matter hereof and supersede all prior understandings, agreements or representations by or among the parties hereto to the extent they relate in any way to the subject matter hereof.

Section 3.10 Third Party Beneficiaries. This Agreement is not intended to confer upon any person other than the parties hereto (and their respective successors and permitted assigns) any rights (legal, equitable or otherwise) or remedies, whether as third-party beneficiaries or otherwise.

Section 3.11 Expenses. Except as otherwise expressly provided in this Agreement or the Merger Agreement, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs or expenses.

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IN WITNESS WHEREOF, the Stockholder, Seller and Acquirer have each caused this Stockholder Support Agreement to be duly executed as of the date first written above.

STOCKHOLDER:

[NAME]

By:__ Name:
Title:

IN WITNESS WHEREOF, the Stockholder, Seller and Acquirer have each caused this Stockholder Support Agreement to be duly executed as of the date first written above.

ACQUIRER:

SEMA4 HOLDINGS CORP.

By:____ Name:
Title:

[Signature Page to Stockholder Support Agreement]

SELLER:

OPKO HEALTH, INC.

By:____ Name:
Title:

EXHIBIT C-1
Form of First Certificate of Merger

CERTIFICATE OF MERGER FOR THE MERGER OF ORION MERGER SUB I, INC. WITH AND INTO GENEDX HOLDING 2, INC.

[●], 2022

Pursuant to Section 251 of the
General Corporation Law of the State of Delaware

GeneDx Holding 2, Inc., a Delaware corporation (the "***Company***"), hereby certifies:

FIRST: The name and state of incorporation of each of the constituent corporations are as follows: Name: GeneDx Holding 2, Inc. State of Incorporation: Delaware

Name: Orion Merger Sub I, Inc. State of Incorporation: Delaware

SECOND: An Agreement and Plan of Merger and Reorganization (as amended from time to time in accordance with its terms, the "***Merger Agreement***") has been approved, adopted, executed and acknowledged by the Company and by Orion Merger Sub I, Inc.,[1] a Delaware corporation, ("***Merger Sub I***") in accordance with Section 251 [(and, with respect to [], by the written consent of its stockholder(s) in accordance with Section 228)] of the General Corporation Law of the State of Delaware (***DGCL***").

THIRD: The name of the surviving corporation of the Merger shall be GeneDx Holding 2, Inc., which shall continue its existence as the surviving corporation under the name GeneDx Holding 2, Inc. (the "***Surviving Corporation***").

FOURTH: Upon the effectiveness of the filing of this Certificate of Merger, the Certificate of Incorporation of the Company, as amended to date, shall be amended and restated to read in its entirety by reason of the Merger herein certified as set forth in Exhibit A attached hereto and shall continue as the amended and restated Certificate of Incorporation of the Surviving Corporation until further amended in accordance with the provisions of the DGCL.

FIFTH: The executed Merger Agreement is on file at an office of the Surviving Corporation, at 333 Ludlow Street, North Tower, 8th Floor, Stamford, Connecticut, 06902.

SIXTH: A copy of the executed Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of any constituent corporation.

SEVENTH: The Merger shall become effective immediately upon filing of this Certificate of Merger with the Secretary of State of the State of Delaware in accordance with the provisions of Sections 103 and 251(c) of the DGCL.

[***Remainder of Page Intentionally Left Blank***]

[1] To be included for each constituent corporation whose stockholders approve the merger by written consent.

IN WITNESS WHEREOF, GeneDx Holding 2, Inc. has caused this Certificate of Merger to be executed and acknowledged in its corporate name by its duly authorized officer as of the date first above written.

GENEDX HOLDING 2, INC.

By:__ Name:__ Title: __

[SIGNATURE PAGE TO FIRST CERTIFICATE OF MERGER]

EXHIBIT A

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF GENEDX HOLDING 2, INC.

ARTICLE I: NAME

The name of the corporation is **GeneDx Holding 2, Inc.** (the "***Corporation***").

ARTICLE II: AGENT FOR SERVICE OF PROCESS

The address of the registered office of the Corporation in the State of Delaware is 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

ARTICLE III: PURPOSE

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of the State of Delaware (the "***DGCL***").

ARTICLE IV: AUTHORIZED STOCK

The total number of shares of stock that the Corporation has authority to issue is 100 shares, all of which shall be common stock, $0.0001 par value per share.

ARTICLE V: AMENDMENT OF BYLAWS

The board of directors of the Corporation shall have the power to adopt, amend or repeal bylaws of the corporation.

ARTICLE VI: VOTE BY BALLOT

Election of directors need not be by written ballot unless the bylaws of the Corporation shall so provide.

ARTICLE VII: DIRECTOR LIABILITY

To the fullest extent permitted by law, no director of the Corporation shall be personally liable for monetary damages for breach of fiduciary duty as a director. Without limiting the effect of the preceding sentence, if the DGCL is hereafter amended to authorize the further elimination or limitation of the liability of a director, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended.

Neither any amendment nor repeal of this Article VII, nor the adoption of any provision of this Certificate of Incorporation inconsistent with this Article VII, shall eliminate, reduce or otherwise adversely affect any limitation on the personal liability of a director of the Corporation existing at the time of such amendment, repeal or adoption of such an inconsistent provision.

EXHIBIT C-2
Form of Second Certificate of Merger

CERTIFICATE OF MERGER FOR THE MERGER OF GENEDX HOLDING 2, INC. WITH AND INTO ORION MERGER SUB II, LLC

[●], 2022

Pursuant to Section 264 of the
General Corporation Law of the State of Delaware
and Section 18-209 of the Delaware Limited Liability Company Act

The undersigned limited liability company, duly formed and existing under and by virtue of the Delaware Limited Liability Company Act, does hereby certify that:

FIRST: The name, jurisdiction of formation or organization and type of entity of each of the constituent entities which is to merge are as follows:

Name	Jurisdiction of Formation or Organization	Type of Entity
GeneDx Holding 2, Inc.	Delaware	Corporation
Orion Merger Sub II, LLC	Delaware	Limited Liability Company

SECOND: An Agreement and Plan of Merger and Reorganization (as amended from time to time in accordance with its terms, the "***Merger Agreement***"), has been approved, adopted, certified, executed and acknowledged by Orion Merger Sub II, LLC, a Delaware limited liability company ("***Merger Sub II***"), and GeneDx Holding 2, Inc., a Delaware corporation ("***Company***"), in accordance with the provisions of § 18-209 of the Delaware Limited Liability Company Act and in accordance with the provisions of § 264 (and by the consent of the Company's stockholders in accordance with the provisions of Section 228) of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving limited liability company is Orion Merger Sub II, LLC which shall continue its existence as said surviving limited liability company under the name "GeneDx Holding 2, LLC" upon the effectiveness of the Merger (the "***Surviving Entity***").

FOURTH: Pursuant to § 18-209(c)(4) of the Delaware Limited Liability Company Act, the first paragraph of the Certificate of Formation Merger Sub II, relating to the name of Merger Sub II, is hereby amended to read in its entirety as follows: "The name of the limited liability company is GeneDx Holding 2, LLC." The Certificate of Formation of Merger Sub II, as amended by the immediately preceding sentence, shall continue to be the Certificate of Formation of the Surviving Entity until amended or changed pursuant to the provisions of the Delaware Limited Liability Company Act.

FIFTH: The executed Merger Agreement is on file at an office and place of business of the Surviving Entity, at 333 Ludlow Street, North Tower, 8th Floor, Stamford, Connecticut, 06902.

SIXTH: A copy of the executed Merger Agreement will be furnished by the Surviving Entity, on request and without cost, to any member of Merger Sub II or any stockholder of the Company.

SEVENTH: The Merger shall become effective upon filing of this Certificate of Merger with the Secretary of State of the State of Delaware.

[***Remainder of Page Intentionally Left Blank***]

IN WITNESS WHEREOF, Merger Sub II has caused this Certificate of Merger to be executed by its duly authorized person as of the date first above written.

ORION MERGER SUB II, LLC

By: ___ Name: Eric Schadt
Title: Authorized Person

[SIGNATURE PAGE TO SECOND CERTIFICATE OF MERGER]

SUBSCRIPTION AGREEMENT

This SUBSCRIPTION AGREEMENT (this "Subscription Agreement") is entered into on January 14, 2022, by and between Sema4 Holdings Corp., a Delaware corporation (formerly, CM Life Sciences, Inc.) (the "Issuer"), and the subscriber party or parties set forth on the signature page hereto ("Subscriber").

WHEREAS, the Issuer is concurrently with or immediately following the execution and delivery hereof entering into that certain Agreement and Plan of Merger and Reorganization (as amended or modified, the "Merger Agreement"; capitalized terms used herein without definition shall have the meanings ascribed thereto in the Merger Agreement), by and among the Issuer, Orion Merger Sub I, Inc., a Delaware corporation ("Merger Sub I"), Orion Merger Sub II, LLC, a Delaware limited liability company ("Merger Sub II" and together with Merger Sub I, the "Merger Subs"), GeneDx Holding 2, Inc., a Delaware Corporation ("Holdco2"), OPKO Health, Inc., a Delaware corporation (the "Seller"), and GeneDx, Inc., a New Jersey corporation (the "Company"), pursuant to which, among other transactions, the Issuer will acquire the Company from the Seller, on the terms and conditions set forth therein (the "Transactions");

WHEREAS, in connection with the Transactions and subject to the terms and conditions set forth herein, Subscriber desires to subscribe for and purchase from the Issuer that number of shares of the Issuer's Class A common stock, par value $0.0001 per share (the "Class A Shares"), as set forth on the signature page hereto (the "Acquired Shares"), for a purchase price of $4.00 per share (the "Per Share Price") and an aggregate purchase price set forth on the signature page hereto (the "Purchase Price"), and the Issuer desires to issue and sell to Subscriber the Acquired Shares in consideration of the payment of the Purchase Price by or on behalf of Subscriber to the Issuer on or prior to the Closing (as defined below);

WHEREAS, the Issuer and Subscriber are executing and delivering this Subscription Agreement in reliance upon the exemption from securities registration afforded by Section 4(a)(2) of the Securities Act of 1933, as amended (the "Securities Act");

WHEREAS, in connection with the Transactions, certain other "qualified institutional buyers" (as defined in Rule 144A under the Securities Act) or institutional "accredited investors" (as such term is defined in Rule 501 under the Securities Act) (each an "Other Subscriber"), have (severally and not jointly) entered into separate subscription agreements with the Issuer that are substantially similar to this Subscription Agreement (the "Other Subscription Agreements"), pursuant to which such investors have agreed to purchase Class A Shares on the Closing Date (as defined below) at the same Per Share Price as Subscriber (the "Other Acquired Shares");

WHEREAS, the aggregate amount of Class A Shares to be sold by the Issuer pursuant to this Subscription Agreement and the Other Subscription Agreements equals 50 million Class A Shares;

WHEREAS, the aggregate amount of gross proceeds to the Issuer in connection with the purchase and sale of the Acquired Shares and the Other Acquired Shares equals $200 million; and

WHEREAS, pursuant to the support agreements (in the form attached as Exhibit B to the Merger Agreement) (the "Support Agreements") and certain of the Other Subscription Agreements, the Issuer has obtained from existing stockholders of the Issuer restrictions on transfer of, and voting obligations in respect of, all or a percentage of the Class A Shares held by such stockholders (the "Commitments"), as an inducement to Seller and the Issuer to enter into the Merger Agreement and to consummate the Transactions.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties and covenants, and subject to the conditions, herein contained, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Subscription. Subject to the terms and conditions hereof, Subscriber hereby agrees to subscribe for and purchase, and the Issuer hereby agrees to issue and sell to Subscriber, upon the payment of the Purchase Price, the Acquired Shares (such subscription and issuance, the "Subscription").

2. Closing.

(a) The closing of the Subscription contemplated hereby (the "Closing") is contingent upon the substantially concurrent consummation of the Transactions and shall occur immediately prior thereto. Not less than five (5) business days prior to the scheduled closing date of the Transactions (the "Closing Date"), the Issuer shall provide written notice to Subscriber (the "Closing Notice") of such Closing Date. Subscriber shall deliver to the Issuer no later than one (1) business day before the Closing Date (as specified in the Closing Notice or such other date as otherwise agreed to by the Issuer and Subscriber, the "Purchase Price Payment Date") the Purchase Price for the Acquired Shares by wire transfer of U.S. dollars in immediately available funds (i) to the account specified by the Issuer in the Closing Notice, to be held in a third-party escrow account (the "Escrow Account") designated by the Issuer prior to the Closing Date for the benefit of Subscriber until the Closing Date or (ii) in the case of a Subscriber that is (1) an "investment company" registered under the Investment Company Act of 1940, as amended, (2) that is advised by an investment adviser subject to regulation under the Investment Advisors Act of 1940, as amended, or (3) that its internal compliance policies and procedures so require it, to an account specified by the Issuer otherwise mutually agreed by Subscriber and the Issuer ("Alternative Settlement Procedures"). For the avoidance of doubt, mutually agreeable Alternative Settlement Procedures shall include, without limitation, Subscriber delivering to the Issuer on the Closing Date the Purchase Price for the Acquired Shares by wire transfer of U.S. dollars in immediately available funds to the account specified by the Issuer in the Closing Notice against delivery to the undersigned of the Acquired Shares in book entry form as set forth in the following sentence. On the Closing Date, the Issuer shall deliver to Subscriber (1) the Acquired Shares in book entry form (or, if requested by Subscriber in writing in advance of the Closing, in certificated form, duly executed on behalf of the Issuer and countersigned by the Issuer's transfer agent (the "Transfer Agent")), free and clear of any liens or other restrictions whatsoever (other than those arising under state or federal securities laws), in the name of Subscriber (or its nominee in accordance with its delivery instructions) or to a custodian designated by Subscriber, as applicable, and (2) a copy of the records of the Transfer Agent showing Subscriber as the owner of the Acquired Shares on and as of the Closing Date (the "Subscriber's Deliveries"). Unless otherwise provided pursuant to Alternative Settlement Procedures, upon the transfer of the Subscriber's Deliveries by the Issuer to Subscriber (or its nominee in accordance with its delivery instructions), the Issuer shall, or shall cause the escrow agent for the Escrow Account to, on the Closing Date, release the Purchase Price from the Escrow Account to the Issuer. In the event the closing of the Transactions does not occur within two (2) business days of the Closing Date specified in the Closing Notice, unless otherwise agreed by the Issuer and Subscriber, the Issuer shall, or shall cause the escrow agent for the Escrow Account to, promptly (but not later than two (2) business days thereafter) return the Purchase Price to Subscriber by wire transfer of U.S. dollars in immediately available funds to the account specified by Subscriber, and any book entries or stock certificates shall be deemed cancelled.

(b) The Closing shall be subject to the satisfaction, or valid waiver by each of the parties hereto, of the conditions that, on the Closing Date:

(i) solely with respect to Subscriber, (A) the representations and warranties made by the Issuer (other than the representations and warranties set forth in Section 3(b), Section 3(c) and Section 3(g)) in this Subscription Agreement shall be true and correct as of the Closing Date (other than those representations and warranties expressly made as of an earlier date, which shall be true and correct as of such date), after giving effect to the consummation of the Transactions, except, in the case of this clause (B), for any failure of any such representation and warranty to be so true and correct (without giving effect to any qualification by materiality or Material Adverse Effect (as defined below) contained therein) that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect and (B) the representations and warranties made by the Issuer set forth in Section 3(b), Section 3(c) and Section 3(g) shall be true and correct in all respects as of the Closing Date (other than those representations and warranties expressly made as of an earlier date, which shall be true and correct in all respects as of such date and, solely in the case of Section 3(g), other than de minimis inaccuracies), in each case without giving effect to the consummation of the Transactions;

(ii) solely with respect to the Issuer, the representations and warranties made by Subscriber in this Subscription Agreement shall be true and correct in all material respects as of the Closing Date (other than those representations and warranties expressly made as of an earlier date, which

shall be true and correct in all material respects as of such date, and other than those representations and warranties that are qualified as to materiality or Material Adverse Effect, which shall be true and correct in all respects as of the Closing Date), in each case without giving effect to the consummation of the Transactions;

(iii) solely with respect to the Issuer, Subscriber shall have delivered the Purchase Price in compliance with the terms of this Subscription Agreement;

(iv) no governmental authority having applicable jurisdiction shall have enacted, issued, promulgated, enforced or entered any material judgment, order, law, rule or regulation (whether temporary, preliminary or permanent) which is then in effect and has the effect of restraining, enjoining or otherwise prohibiting or making illegal the consummation of the transactions contemplated by this Subscription Agreement;

(v) no suspension of the qualification of the Class A Shares for offering or sale or trading in any applicable jurisdiction, no suspension or removal from listing of the Acquired Shares on The Nasdaq Global Select Market ("Nasdaq") and no initiation or threatening of any proceedings for any of such purposes or delisting, shall have occurred;

(vi) the Issuer's stockholders shall have approved the issuance of the Acquired Shares and Other Acquired Shares as and if required by Nasdaq rules;

(vii) solely with respect to Subscriber, the Issuer shall have filed with Nasdaq a true and complete Notification Form: Listing of Additional Shares covering the Acquired Shares and Other Acquired Shares;

(viii) all conditions precedent to the closing of the Transactions set forth in the Merger Agreement shall have been satisfied or waived (as determined by the Merger Agreement and related documentation) (other than those conditions that may only be satisfied at the closing of the Transactions, but subject to satisfaction or waiver by such party of such conditions as of the closing of the Transactions), and the closing of the Transactions shall be scheduled to occur substantially concurrently with or immediately following the Closing;

(ix) solely with respect to Subscriber, there shall have been no amendment, waiver or modification to the Other Subscription Agreements that materially benefits any Other Subscribers thereunder unless the Subscriber has been offered substantially the same benefits; and

(x) solely with respect to Subscriber, there has been no amendment, modification or supplement to the Merger Agreement that increases the aggregate consideration payable by the Issuer by more than 5% unless Subscriber has consented to such amendment, modification or supplement in writing.

(c) In addition to the conditions set forth in Section 2(b), the obligation of Subscriber to consummate the Closing shall be subject to the satisfaction or valid waiver by Subscriber of the condition that, on the Closing Date, the Issuer shall have performed, satisfied and complied with the covenants, agreements and conditions required by this Subscription Agreement to be performed, satisfied or complied with by the Issuer at or prior to the Closing, except where the failure of such performance or compliance would not reasonably be expected to prevent, materially delay, or materially impair the ability of the Issuer to consummate the Closing.

(d) Upon the terms and subject to the conditions set forth in this Subscription Agreement, Subscriber and the Issuer shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to reasonably assist and cooperate with the other party hereto in doing, all things reasonably necessary, proper or advisable under applicable legal requirements to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Subscription Agreement.

3. Issuer Representations and Warranties. The Issuer represents and warrants to Subscriber that:

(a) The Issuer has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Delaware, with corporate power and authority to own, lease and operate its properties and conduct its business as presently conducted and to enter into, deliver and perform its obligations under this Subscription Agreement.

(b) The Acquired Shares have been duly authorized by the Issuer and, when issued and delivered to Subscriber against full payment for the Acquired Shares in accordance with the terms of this Subscription Agreement, the Acquired Shares will be validly issued, fully paid and non-assessable, free and clear of all liens or other restrictions except as otherwise stated herein and will not have been issued in violation of or subject to any preemptive or similar rights created under the Issuer's certificate of incorporation, as amended concurrently with the Closing, and bylaws or under the laws of the State of Delaware or otherwise.

(c) This Subscription Agreement, the Merger Agreement and the Other Subscription Agreements (collectively, the "Transaction Documents") have been duly authorized, executed and delivered by the Issuer and, assuming that the Transaction Documents have been duly authorized, executed and delivered by the other parties thereto, are valid and binding obligations of the Issuer, and are enforceable against it in accordance with their terms, except as may be limited or otherwise affected by (i) bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws relating to or affecting the rights of creditors generally, and (ii) principles of equity, whether considered at law or equity.

(d) The execution, delivery and performance of this Subscription Agreement and the other Transaction Documents, including the issuance and sale of the Acquired Shares and the consummation of the Transactions and other transactions contemplated hereby and thereby, will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of the Issuer pursuant to the terms of (i) any indenture, mortgage, deed of trust, loan agreement, lease, license or other agreement or instrument to which the Issuer or its subsidiaries is a party or by which the Issuer or its subsidiaries is bound or to which any of the property or assets of the Issuer or its subsidiaries is subject; (ii) the organizational documents of the Issuer; or (iii) any statute or any judgment, order, rule or regulation of any court or governmental agency, taxing authority or regulatory body, domestic or foreign, having jurisdiction over the Issuer or its subsidiaries or any of its or their properties, that, in the case of clause (i) or (iii), would reasonably be expected to have a Material Adverse Effect. For purposes of this Subscription Agreement, a "Material Adverse Effect" means any event, change, condition, circumstance, effect, development, occurrence or state of facts (whether specific to the applicable party or generally applicable to multiple parties) or other matter ("***Effect***") that, individually or in the aggregate with all other Effects, has, or would reasonably be expected to have, a material adverse effect on or give rise to a material adverse change to (i) the condition (financial or otherwise), business, results of operations, assets or liabilities of the Issuer and its subsidiaries or (ii) the ability of the Issuer to perform its obligations under this Subscription Agreement; provided that no Effect attributable to any of the following shall be taken into account in determining the existence of a Material Adverse Effect solely for purposes of clause (i) above: (A) conditions affecting the industry, financial markets or securities markets in, or the economy as a whole of, the United States, (B) changes in applicable Law (as defined in the Merger Agreement) or Accounting Standards (as defined in the Merger Agreement) (or, in each case, any interpretation thereof) after the Closing Date, or (C) earthquakes, hostilities, acts of war, sabotage or terrorism or military actions, epidemic, public health event or pandemic (including COVID-19 (as defined in the Merger Agreement) and any worsening thereof (including any COVID-19 Response (as defined in the Merger Agreement))), except, in the case of the forgoing clauses (A), (B) and (C), to the extent such conditions, changes or events disproportionately affect the Issuer and its subsidiaries relative to similarly situated industry participants (in which case the incremental disproportionate impact or impacts may be taken into account in determining whether there has been a Material Adverse Effect).

(e) The Issuer and its subsidiaries are not in default or violation (and no event has occurred which, with notice or the lapse of time or both, would constitute a default or violation) of any

term, condition or provision of (i) the organizational documents of the Issuer, (ii) any loan or credit agreement, guarantee, note, bond, mortgage, indenture, lease or other agreement, permit, franchise or license to which, as of the date of this Subscription Agreement, the Issuer or its subsidiaries is a party or by which the Issuer's or its subsidiaries' properties or assets are bound or (iii) any statute or any judgment, order, rule or regulation of any court or governmental agency, taxing authority or regulatory body, domestic or foreign, having jurisdiction over the Issuer or its subsidiaries or any of its or their properties, except, in the case of clauses (ii) and (iii), for defaults or violations that have not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(f) The Issuer is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority, self-regulatory organization or other person in connection with the execution, delivery and performance by the Issuer of this Subscription Agreement or the Transactions (including, without limitation, the issuance of the Acquired Shares), other than (i) the filing with the Securities and Exchange Commission (the "Commission") of the Registration Statement (as defined below), (ii) filings required by applicable state securities laws, (iii) the filing of notification under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, if applicable; (iv) those required by Nasdaq, including with respect to obtaining approval of the Issuer's stockholders; (v) those that will be obtained on or prior to the Closing, (vi) any filing, the failure of which to obtain would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect; (vii) as set forth in the Merger Agreement; and (viii) the filing of a Notice of Exempt Offering of Securities on Form D with the Commission under Regulation D of the Securities Act.

(g) As of the date of this Subscription Agreement, the authorized capital stock of the Issuer consists of (i) 1,000,000 shares of preferred stock, par value $0.0001 per share ("Preferred Stock") and (ii) 380,000,000 Class A Shares. As of December 31, 2021, (i) no shares of Preferred Stock are issued and outstanding, (ii) 242,578,824 Class A Shares are issued and outstanding, (iii) 14,758,305 redeemable warrants and 7,236,667 private placement warrants are outstanding, and (iv) (A) options to purchase 33,354,727 Class A shares are outstanding and (B) restricted stock units ("RSUs") which may be settled for 12,600,859 shares of Class A Shares are outstanding. All (i) issued and outstanding Class A Shares have been duly authorized and validly issued, are fully paid and are non-assessable and are not subject to and were not issued in violation of any preemptive rights, (ii) outstanding warrants have been duly authorized and validly issued, are fully paid and are not subject to and were not issued in violation of any preemptive rights and (iii) outstanding options and RSUs have been duly authorized and validly issued and are not subject to and were not issued in violation of any preemptive rights. Except (i) as set forth above, (ii) for any Class A Shares and RSUs that may be issued pursuant to Article III of the Agreement and Plan of Merger, dated as of February 9, 2021 (as amended, the "Business Combination Agreement"), by and among the Issuer, S-IV Sub, Inc. and Mount Sinai Genomics, Inc. d/b/a Sema4 ("Legacy Sema4"), (iii) for any equity awards or purchase rights that may be issued pursuant to the Issuer's 2021 Equity Incentive Plan or the Issuer's 2021 Employee Stock Purchase Plan and (iv) pursuant to the Other Subscription Agreements and the Merger Agreement, there are no outstanding options, warrants or other rights to subscribe for, purchase or acquire from the Issuer any Class A Shares or other equity interests in the Issuer, or securities convertible into or exchangeable or exercisable for such equity interests. Other than Sema4 OpCo, Inc. and the Merger Subs and as contemplated by the Merger Agreement, the Issuer has no subsidiaries and does not own, directly or indirectly, interests or investments (whether equity or debt) in any person, whether incorporated or unincorporated. There are no stockholder agreements, voting trusts or other agreements or understandings to which the Issuer is a party or by which it is bound relating to the voting of any securities of the Issuer, other than pursuant to this Subscription Agreement and the Other Subscription Agreements, the Support Agreements and the Shareholder Agreements. Except as disclosed in the SEC Reports, the Issuer has no outstanding indebtedness.

(h) The Issuer and its subsidiaries are in compliance with all applicable laws and have not received any written communication from a governmental entity that alleges that the Issuer or any of its subsidiaries is not in compliance with or is in default or violation of any applicable law, except where such non-compliance, default or violation would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect.

(i) The issued and outstanding Class A Shares are registered pursuant to Section 12(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and are listed for trading on Nasdaq under the symbol "SMFR". There is no suit, action, proceeding or investigation pending or, to the knowledge of the Issuer, threatened against the Issuer by Nasdaq or the Commission with respect to any intention by such entity to deregister the Class A Shares or prohibit or terminate the listing of the Class A Shares on Nasdaq, excluding, for the purposes of clarity, the customary ongoing review by Nasdaq of the Issuer's listing of additional shares application in connection with the Transactions. The Issuer has taken no action that is designed to terminate or is reasonably expected to result in the termination of the registration of the Class A Shares under the Exchange Act or the listing of the Class A Shares on Nasdaq and is in compliance in all material respects with the listing requirements of Nasdaq.

(j) Assuming the accuracy of Subscriber's representations and warranties set forth in Section 4 of this Subscription Agreement and each of the Other Subscription Agreements of the Other Subscribers under their respective Other Subscription Agreement, no registration under the Securities Act is required for the offer and sale of the Acquired Shares or the Other Acquired Shares by the Issuer to Subscriber and to the Other Subscribers, as appropriate, in the manner contemplated by this Subscription Agreement and the Other Subscription Agreements. The Acquired Shares and the Other Acquired Shares (i) were not offered by any form of general solicitation or general advertising and (ii) are not being offered in a manner involving a public offering under, or in a distribution in violation of, the Securities Act, or any state securities laws.

(k) Each report, statement and form (including exhibits and other information incorporated therein) filed by the Issuer with the Commission under Sections 13(a), 14(a) or 15(d) of the Exchange Act or filed pursuant to the Securities Act since July 22, 2021 (the "SEC Reports") when filed complied in all material respects with the requirements of the Securities Act and the Exchange Act and the rules and regulations of the Commission promulgated thereunder. None of the SEC Reports filed under the Exchange Act (except to the extent that information contained in any SEC Report has been superseded by a later timely filed SEC Report) contained, when filed, any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading, in the case of any SEC Report that is a registration statement, or included, when filed, any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, in the case of all other SEC Reports; provided, that, with respect to any information related to the Company included in the proxy statement to be filed by the Issuer with respect to the Transactions, included in any other SEC Report or filed as an exhibit thereto, the representation and warranty in this sentence is made to the Issuer's knowledge. The Issuer has timely filed each SEC Report that the Issuer was required to file with the Commission since July 22, 2021. There are no material outstanding or unresolved comments in comment letters from the Commission staff with respect to any of the Issuer's SEC Reports. In addition, the Issuer has made available to Subscriber (including via the Commission's EDGAR system) a copy of the SEC Reports since July 22, 2021. Except as disclosed in the SEC Reports, each of the Financial Statements (including, in each case, any notes thereto) contained in the SEC Reports was prepared in accordance with U.S. generally accepted accounting principles applied on a consistent basis throughout the periods indicated (except as may be indicated in the notes thereto or, in the case of unaudited statements, as permitted by Form 10-Q of the Commission), each complied in all material respects with the rules and regulations of the Commission with respect thereto as in effect at the time of filing and each fairly presents, in all material respects, the financial position, results of operations and cash flows of the Issuer or Legacy Sema4, as applicable, as at the respective dates thereof and for the respective periods indicated therein. For purposes of this Subscription Agreement, the "Financial Statements" means, to the extent contained in the SEC Reports, (i) the audited balance sheets of Legacy Sema4 as of December 31, 2020 and 2019, the related statements of operations and comprehensive loss, redeemable convertible preferred stock and stockholders' deficit and cash flows for each of the three years in the period ended December 31, 2020, and the related notes, (ii) the unaudited condensed financial statements of Legacy Sema4 as of March 31, 2021 and for the three months ended March 31, 2021 and 2020 and the related notes, (iii) the unaudited condensed financial statements of Legacy Sema4 as of June 30, 2021 and for the three and six months ended June 30, 2021 and 2020 and the related notes, and (iv) the unaudited condensed consolidated financial statements of the Issuer as of September 30, 2021 and for the three months and nine months ended September 30, 2021 and 2020 and the related notes.

(l) Except for such matters as have not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, there is no (i) investigation, action, suit, claim or other proceeding, in each case by or before any governmental authority pending, or, to the knowledge of the Issuer, threatened against the Issuer or its subsidiaries or (ii) judgment, decree, injunction, ruling or order of any governmental entity outstanding against the Issuer or its subsidiaries.

(m) Except for placement fees payable to the Placement Agents (as defined below), the Issuer has not paid, and is not obligated to pay, any brokerage, finder's or other fee or commission in connection with its issuance and sale of the Acquired Shares, including, for the avoidance of doubt, any fee or commission payable to any stockholder or affiliate of the Issuer and such relationships shall not have any liability on Subscriber. The Issuer is solely responsible for the payment of any fees, costs, expenses and commissions of the Placement Agents.

(n) Except as provided in this Subscription Agreement and the Other Subscription Agreements, none of the Issuer, its subsidiaries or any of their affiliates, nor any person acting on their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would require registration of the issuance of any of the Acquired Shares under the Securities Act, whether through integration with prior offerings pursuant to Rule 502(a) of the Securities Act or otherwise.

(o) Neither the Issuer nor any of its subsidiaries has taken any steps to seek protection pursuant to any law or statute relating to bankruptcy, insolvency, reorganization, receivership, liquidation, administration or winding up or failed to pay its debts when due, nor does the Issuer or any subsidiary have any knowledge or reason to believe that any of their respective creditors intend to initiate involuntary bankruptcy proceedings or seek to commence an administration.

(p) The Issuer has not entered into any side letter or similar agreement with any Other Subscriber relating to such Other Subscriber's purchase of its respective Other Acquired Shares other than the Other Subscription Agreements to the extent that an Other Subscriber is party thereto, or any side letter or similar agreement unrelated to such Other Acquired Shares or whose terms (including as to restriction on transfer of, and voting obligations in respect of, securities held by such other Subscriber) are not materially more advantageous to such Other Subscriber than to Subscriber hereunder, other than the Support Agreements, the Shareholder Agreements, any separate lock-up agreements entered into with the Issuer in connection with Other Subscribers' evaluation of the transactions contemplated by the Other Subscription Agreements (if applicable) ("Other Lock-Ups"), the Amended and Restated Registration Rights Agreement, dated as of July 22, 2021, among the Issuer, CMLS Holdings LLC and the other holders party thereto (the "Registration Rights Agreement") or the subscription agreements, dated as of February 9, 2021, between the Issuer and the respective subscribers party thereto, in each case, to the extent that an Other Subscriber is a party thereto. To the extent Subscriber has entered into a separate lock-up agreement with the Issuer in connection with Subscriber's evaluation of the transactions contemplated by this Subscription Agreement, the terms of any Other Lock-Up are not materially more advantageous to any Other Subscriber party thereto than to Subscriber under its lock-up agreement with the Issuer.

(q) The Issuer is not, and immediately after receipt of payment for the Acquired Shares, and consummation of the Transactions, will not be, an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

(r) There has been no action taken by the Issuer, or, to the knowledge of the Issuer, any officer, director, equityholder, manager, employee, agent or representative of the Issuer, in each case, acting on behalf of the Issuer, in violation of any applicable Anti-Corruption Laws (as herein defined), (i) the Issuer has not been convicted of violating any Anti-Corruption Laws or subjected to any investigation by a governmental authority for violation of any applicable Anti-Corruption Laws, (ii) the Issuer has not conducted or initiated any internal investigation or made a voluntary, directed, or involuntary disclosure to any governmental authority regarding any alleged act or omission arising under or relating to any noncompliance with any Anti-Corruption Laws and (iii) the Issuer has not received any written notice or citation from a governmental authority for any actual or potential noncompliance with any applicable Anti-Corruption Laws. As used herein, "Anti-Corruption Laws" means any applicable laws relating to

corruption and bribery, including the U.S. Foreign Corrupt Practices Act of 1977 (as amended) ("FCPA"), the UK Bribery Act 2010, and any similar law that prohibits bribery or corruption.

(s) The Class A Shares are eligible for clearing through The Depository Trust Company (the "DTC"), through its Deposit/Withdrawal At Custodian (DWAC) system, and the Issuer is eligible and participating in the Direct Registration System (DRS) of DTC with respect to the Class A Shares. The Transfer Agent is a participant in DTC's Fast Automated Securities Transfer Program.

(t) The Issuer acknowledges that there have been no, and in issuing the Acquired Shares the Issuer is not relying on any, representations, warranties, covenants and agreements made to the Issuer by Subscriber, any of its officers, directors or representatives or any other person or entity, expressly or by implication, other than those representations, warranties, covenants and agreements expressly stated in this Subscription Agreement.

(u) Following the Closing, the Acquired Shares will not be subject to any Transfer Restriction. The term "Transfer Restriction" means any condition to or restriction on the ability of Subscriber to pledge, sell, assign or otherwise transfer the Acquired Shares under any organizational document or agreement of, by or with the Issuer, but excluding the restrictions on transfer described in Section 4(g) hereof with respect to the status of the Acquired Shares as "restricted securities" pending their registration for resale under the Securities Act in accordance with the terms of this Subscription Agreement.

(v) No Other Subscription Agreement (excluding any Commitments agreed to therein) includes terms and conditions that are materially more advantageous to any such Other Subscriber than Subscriber hereunder, and the terms of such Other Subscription Agreements (excluding any such Commitments) have not been amended or modified following the date of this Subscription Agreement in any way that are materially more advantageous to any such Other Subscriber than Subscriber hereunder. Each Other Subscriber that alone or together with its Affiliates beneficially owns five percent (5%) of the outstanding Class A Shares as of the date of this Subscription Agreement is subject to Other Commitments, either pursuant to a Support Agreement or an Other Subscription Agreement. To the extent Subscriber has entered into a Support Agreement, no other Commitments include terms and conditions that are materially more advantageous to any stockholder of the Issuer party thereto than Subscriber under its Support Agreement (it being understood that certain Other Commitments apply to all the Class A Shares held by the applicable stockholder and certain Other Commitments apply to 33% of the Class A Shares held by the applicable stockholder), and the terms of such other Commitments have not been amended, released, waived or otherwise modified following the date of this Subscription Agreement in any way that are materially more advantageous to any such other stockholder than Subscriber under its Support Agreement.

4. Subscriber Representations and Warranties. Subscriber represents and warrants that:

(a) If Subscriber is not an individual, Subscriber has been duly formed or incorporated and is validly existing and in good standing under the laws of its jurisdiction of incorporation or formation, with power and authority to enter into, deliver and perform its obligations under this Subscription Agreement. If Subscriber is an individual, Subscriber has the authority to enter into, deliver and perform its obligations under this Subscription Agreement.

(b) This Subscription Agreement has been duly authorized, executed and delivered by Subscriber and, assuming that this Subscription Agreement has been duly authorized, executed and delivered by the Issuer, this Subscription Agreement is the valid and binding obligation of Subscriber, enforceable against Subscriber in accordance with its terms, except as may be limited or otherwise affected by (i) bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws relating to or affecting the rights of creditors generally, and (ii) principles of equity, whether considered at law or equity.

(c) The execution, delivery and performance by Subscriber of this Subscription Agreement, including the consummation of the transactions contemplated hereby, have been duly authorized and approved by all necessary action. Subscriber acknowledges that Subscriber shall be

responsible for any of Subscriber's tax liabilities that may arise as a result of the transactions contemplated by this Subscription Agreement, and that that none of the Issuer, the Seller or the Company, or any of their respective affiliates, have provided any tax advice or any other representation or guarantee, whether written or oral, regarding the tax consequences of the transactions contemplated by this Subscription Agreement.

(d) The execution, delivery and performance by Subscriber of this Subscription Agreement, including the consummation of the transactions contemplated hereby will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of Subscriber or any of its subsidiaries pursuant to the terms of (i) any indenture, mortgage, deed of trust, loan agreement, lease, license or other agreement or instrument to which Subscriber or any of its subsidiaries is a party or by which Subscriber or any of its subsidiaries is bound or to which any of the property or assets of Subscriber or any of its subsidiaries is subject; (ii) Subscriber's organizational documents or under any law, rule, regulation, agreement or other obligation by which Subscriber is bound; and (iii) any statute or any judgment, order, rule or regulation of any court or governmental agency or body, domestic or foreign, having jurisdiction over Subscriber or any of its subsidiaries or any of their respective properties, that, in the case of clauses (i) and (iii), would reasonably be expected to have a material adverse effect on the legal authority or ability of Subscriber to perform in any material respects its obligations hereunder.

(e) Subscriber (i) is a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) or an institutional "accredited investor" (within the meaning of Rule 501(a) under the Securities Act) satisfying the applicable requirements set forth on Schedule A, (ii) is an "Institutional Account" as defined in FINRA Rule 4512(c), (iii) is acquiring the Acquired Shares only for its own account and not for the account of others, or if Subscriber is a "qualified institutional buyer" and is subscribing for the Acquired Shares as a fiduciary or agent for one or more investor accounts, each owner of such account is a "qualified institutional buyer" and Subscriber has full investment discretion with respect to each such account, and the full power and authority to make the acknowledgements, representations and agreements herein on behalf of each owner of each such account, and (iv) is not acquiring the Acquired Shares with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act or any other securities laws of the United States or any other jurisdiction (and shall provide the requested information on Schedule A following the signature page hereto). Subscriber is not an entity formed for the specific purpose of acquiring the Acquired Shares, unless such newly formed entity is an entity in which all of the equity owners are "accredited investors" (within the meaning of Rule 501(a) under the Securities Act).

(f) Subscriber is a sophisticated institutional investor, experienced in investing in private equity transactions and capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities, including its participation in the Subscription. Subscriber has determined based on its own independent review and such professional advice as it deems appropriate that its purchase of the Acquired Shares and participation in the Subscription (i) are fully consistent with its financial needs, objectives and condition, (ii) comply and are fully consistent with all investment policies, guidelines and other restrictions applicable to it, (iii) have been duly authorized and approved by all necessary action, (iv) do not and will not violate or constitute a default under its charter, by-laws or other constituent document or under any law, rule, regulation, agreement or other obligation by which it is bound, and (v) are a fit, proper and suitable investment for it, notwithstanding the substantial risks inherent in investing in or holding the Acquired Shares. Subscriber is able to bear the substantial risks associated with your purchase of the Acquired Shares, including but not limited to loss of its entire investment therein.

(g) Subscriber understands that the Acquired Shares are being offered in a transaction not involving any public offering within the meaning of the Securities Act and that the Acquired Shares have not been registered under the Securities Act or any other securities laws of the United States or any other jurisdiction. Subscriber understands that it is acquiring its entire beneficial ownership interest in the Acquired Shares for Subscriber's own account for investment purposes only and not with a view to any distribution of the Acquired Shares in any manner that would violate the securities laws of the United States. Subscriber understands that the Acquired Shares may not be resold, transferred,

pledged or otherwise disposed of by Subscriber absent an effective registration statement under the Securities Act, except (i) to the Issuer or a subsidiary thereof, (ii) pursuant to offers and sales that occur in an "offshore transaction" within the meaning of and in accordance with Regulation S under the Securities Act, (iii) pursuant to Rule 144 under the Securities Act, provided that all of the applicable conditions thereof (including those set out in Rule 144(i) which are applicable to the Issuer) have been met, (iv) pursuant to another applicable exemption from the registration requirements of the Securities Act, including pursuant to a private sale effected under Section 4(a)(7) of the Securities Act or applicable formal or informal Commission interpretation or guidance, such as a so-called "4(a)(1) and a half" sale, and that any certificates or book-entry records representing the Acquired Shares shall contain a legend to such effect, which legend shall be subject to removal as set forth herein, in which case, notwithstanding anything else contained herein to the contrary, Section 5 and 8(c) hereof shall not apply and not be effective with respect to such Subscriber, or (v) otherwise except in compliance with applicable law. Subscriber understands and agrees that the Acquired Shares will be subject to the foregoing restrictions and, as a result, Subscriber may not be able to readily resell the Acquired Shares and may be required to bear the financial risk of an investment in the Acquired Shares for an indefinite period of time. Subscriber understands that it has been advised to consult legal counsel prior to making any offer, resale, pledge or transfer of any of the Acquired Shares. By making the representations herein, Subscriber does not agree to hold any of the Acquired Shares for any minimum or other specific term and reserves the right to assign, transfer or otherwise dispose of any of the Acquired Shares at any time in accordance with or pursuant to a registration statement or an exemption under the Securities Act.

(h) Subscriber understands and agrees that Subscriber is purchasing the Acquired Shares directly from the Issuer. Subscriber further acknowledges that there have been no, and in purchasing the Acquired Shares Subscriber is not relying on any, representations, warranties, covenants and agreements made to Subscriber by the Issuer, any of its officers, directors or representatives or any other person or entity, expressly or by implication, other than those representations, warranties, covenants and agreements expressly stated in this Subscription Agreement.

(i) To the extent applicable to it, Subscriber represents and warrants that its acquisition and holding of the Acquired Shares will not constitute or result in a non-exempt prohibited transaction under section 406 of the Employee Retirement Income Security Act of 1974, as amended, section 4975 of the Internal Revenue Code of 1986, as amended (the "Code"), or any applicable similar law.

(j) In making its decision to purchase the Acquired Shares, Subscriber has (i) received and had the opportunity to review the offering materials made available to it in connection with the Subscription, as the case may be, (ii) had the opportunity to ask questions of and receive answers from the Issuer directly and (iii) conducted and completed its own independent due diligence with respect to the Subscription. Based on such information as Subscriber has deemed appropriate and without reliance upon any Placement Agent, Subscriber has independently made its own analysis and decision to enter into the Subscription. Except for the representations, warranties, covenants and agreements of the Issuer expressly set forth in this Subscription Agreement, Subscriber is relying exclusively on its own sources of information, investment analysis and due diligence (including professional advice it may deem appropriate) with respect to the Subscription, the Acquired Shares and the business, condition (financial and otherwise), management, operations, properties and prospects of the Issuer, including but not limited to all business, legal, regulatory, accounting, credit and tax matters. Subscriber acknowledges and agrees that it has received and had the opportunity to review the offering materials made available to it in connection with the Subscription and such other information as Subscriber deems necessary in order to make an investment decision with respect to the Acquired Shares, including with respect to the Issuer, the Company and the Transactions. Subscriber represents and agrees that Subscriber and Subscriber's professional advisor(s), if any, have had the full opportunity to ask such questions, receive such answers and obtain such information from the Issuer directly as Subscriber and such Subscriber's professional advisor(s), if any, have deemed necessary to make an investment decision with respect to the Acquired Shares. However, neither any such inquiries, nor any due diligence investigation conducted by Subscriber or any of Subscriber's professional advisors nor anything else contained herein, shall modify, limit or otherwise affect Subscriber's right to rely on the Issuer's representations, warranties, covenants and agreements contained in this Subscription Agreement. Subscriber acknowledges that it is not relying upon, and has not relied upon, any statement, representation or warranty made by any person, firm or

corporation (including, without limitation, the Issuer, the Seller, the Company, any of their respective affiliates or any control persons, officers, directors, employees, agents or representatives of any of the foregoing), other than the representations and warranties of the Issuer contained in Section 3 of this Subscription Agreement, in making its investment or decision to invest in the Issuer.

(k) Subscriber became aware of this offering of the Acquired Shares solely by means of direct contact between Subscriber and the Issuer or by means of contact from a Placement Agent, and the Acquired Shares were offered to Subscriber solely by direct contact between Subscriber and the Issuer or by contact between Subscriber and one or more Placement Agents. Subscriber did not become aware of this offering of the Acquired Shares, nor were the Acquired Shares offered to Subscriber, by any other means.

(l) Subscriber acknowledges that it is not relying upon, and has not relied upon, any statement, representation or warranty made by Goldman Sachs & Co. LLC, Jefferies LLC, Cowen and Company LLC, BTIG, LLC or any of their affiliates or any of their control persons, officers, directors or employees (each a "Placement Agent" and collectively, the "Placement Agents") in making its investment or decision to invest in the Issuer.

(m) Subscriber acknowledges that it is aware that there are substantial risks incident to the purchase and ownership of the Acquired Shares, including those set forth in the SEC Reports. Subscriber has such knowledge and experience in financial, business and private equity matters as to be capable of evaluating the merits and risks of an investment, both in general and with regard to transactions and investment strategies involving a security or securities, including Subscriber's investment in the Acquired Shares, and Subscriber has sought such accounting, legal and tax advice as Subscriber has considered necessary to make an informed investment decision.

(n) Subscriber represents and acknowledges that, alone, or together with any professional advisor(s), Subscriber has adequately analyzed and fully considered the risks of an investment in the Acquired Shares and determined that the Acquired Shares are a suitable investment for Subscriber and that Subscriber is able at this time and in the foreseeable future to bear the economic risk of a total loss of Subscriber's investment in the Issuer. Subscriber acknowledges specifically that a possibility of total loss exists.

(o) Subscriber understands and agrees that no federal or state agency has passed upon or endorsed the merits of the offering of the Acquired Shares or made any findings or determination as to the fairness of this investment.

(p) Subscriber represents and warrants that Subscriber is not (i) a person or entity named on the List of Specially Designated Nationals and Blocked Persons, the Executive Order 13599 List, the Foreign Sanctions Evaders List, or the Sectoral Sanctions Identification List, each of which is administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") (collectively, "OFAC Lists") (ii) owned or controlled by, or acting on behalf of, a person, that is named on an OFAC List; (iii) organized, incorporated, established, located, resident or born in, or a citizen, national, or the government, including any political subdivision, agency, or instrumentality thereof, of, Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, or any other country or territory embargoed or subject to substantial trade restrictions by the United States, (iv) a Designated National as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, or (v) a non-U.S. shell bank or providing banking services indirectly to a non-U.S. shell bank. Subscriber agrees to provide law enforcement agencies, if requested thereby, such records as required by applicable law, provided that Subscriber is permitted to do so under applicable law. Subscriber represents that if it is a financial institution subject to the Bank Secrecy Act (31 U.S.C. section 5311 et seq.) (the "BSA"), as amended by the USA PATRIOT Act of 2001 (the "PATRIOT Act"), and its implementing regulations (collectively, the "BSA/PATRIOT Act"), Subscriber maintains policies and procedures reasonably designed to comply with applicable obligations under the BSA/PATRIOT Act. Subscriber also represents that, to the extent required, it maintains policies and procedures reasonably designed to ensure compliance with OFAC-administered sanctions programs, including for the screening of its investors against the OFAC Lists. Subscriber further represents and warrants that, to the extent required, it maintains policies and

procedures reasonably designed to ensure that the funds held by Subscriber and used to purchase the Acquired Shares were legally derived.

(q) If Subscriber is or is acting on behalf of (i) an employee benefit plan that is subject to Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), (ii) a plan, an individual retirement account or other arrangement that is subject to Section 4975 of the Code, (iii) an entity whose underlying assets are considered to include "plan assets" of any such plan, account or arrangement described in clauses (i) and (ii) (each, an "ERISA Plan"), or (iv) an employee benefit plan that is a governmental plan (as defined in Section 3(32) of ERISA), a church plan (as defined in Section 3(33) of ERISA), a non-U.S. plan (as described in Section 4(b)(4) of ERISA) or other plan that is not subject to the foregoing clauses (i), (ii) or (iii) but may be subject to provisions under any other federal, state, local, non-U.S. or other laws or regulations that are similar to such provisions of ERISA or the Code (collectively, "Similar Laws," and together with ERISA Plans, "Plans"), then Subscriber represents and warrants that it has not relied on the Issuer or any of its affiliates (the "Transaction Parties") for investment advice or as the Plan's fiduciary with respect to its decision to acquire and hold the Acquired Shares, and none of the Transaction Parties is or shall at any time be relied upon as the Plan's fiduciary with respect to any decision to acquire and hold or transfer the Acquired Shares; and (B) its purchase of the Shares will not result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code, or any applicable Similar Law.

(r) At the Purchase Price Payment Date, Subscriber will have sufficient funds to pay the Purchase Price pursuant to Section 2(a).

5. Registration Rights.

(a) The Issuer agrees that, as soon as practicable, but in no event later than thirty (30) calendar days after the Closing Date (the "Filing Date"), the Issuer will file with the Commission (at the Issuer's sole cost and expense) a registration statement registering the resale of the Acquired Shares (the "Registration Statement"), and the Issuer shall use its commercially reasonable efforts to cause the Registration Statement to be declared effective as soon as practicable after the filing thereof, but no later than the earlier of (i) the 60th calendar day (or 90th calendar day if the Commission notifies the Issuer that it will "review" the Registration Statement) following the Closing and (ii) the 5th business day after the date the Issuer is notified (orally or in writing, whichever is earlier) by the Commission that the Registration Statement will not be "reviewed" or will not be subject to further review (such earlier date, the "Effectiveness Date"); *provided, however*, that if the Commission is closed for operations due to a government shutdown or otherwise, the Effectiveness Date shall be extended by the same amount of days that the Commission remains closed for operations, *provided, further*, that the Issuer's obligations to include the Acquired Shares in the Registration Statement are contingent upon Subscriber furnishing in writing to the Issuer such information regarding Subscriber, the securities of the Issuer held by Subscriber, the intended method of disposition of the Acquired Shares (which shall be limited to non-underwritten public offerings) and such other information as shall be reasonably requested by the Issuer to effect the registration of the Acquired Shares, and Subscriber shall execute such documents in connection with such registration as the Issuer may reasonably request that are customary of a selling stockholder in similar situations, including providing that the Issuer shall be entitled to postpone and suspend the effectiveness or use of the Registration Statement during any customary blackout or similar period or as permitted under Section 5(c); provided, however, under no circumstances shall Subscriber be required to sign any type of lock-up agreement. Any failure by the Issuer to file the Registration Statement by the Filing Date or to effect such Registration Statement by the Effectiveness Date shall not otherwise relieve the Issuer of its obligations to file or effect the Registration Statement as set forth above in this Section 5. The Issuer will provide a draft of the Registration Statement to the undersigned for review at least three (3) business days in advance of filing the Registration Statement. In no event shall the undersigned be identified as a statutory underwriter in the Registration Statement unless requested by the Commission; provided, that, if the Commission requests that the undersigned be identified as a statutory underwriter in the Registration Statement, the undersigned will have an opportunity to withdraw its Acquired Shares from the Registration Statement. Notwithstanding the foregoing, if the Commission prevents the Issuer from including any or all of the shares proposed to be registered under the Registration Statement due to limitations on the use of Rule 415 of the Securities Act for the resale of the Acquired Shares by the applicable stockholders or otherwise, such Registration Statement shall register for resale

such number of Acquired Shares which is equal to the maximum number of Acquired Shares as is permitted by the Commission. In such event, the number of Acquired Shares or other Acquired Shares to be registered for the undersigned and each Other Subscriber named in the Registration Statement shall be reduced pro rata among all such selling shareholders (except to the extent otherwise required by the Commission). In the event the Issuer amends the Registration Statement in accordance with the foregoing, the Issuer will use its commercially reasonable efforts to file with the Commission, as promptly as allowed by the Commission, one or more registration statements to register the resale of those Registrable Securities (as defined below) that were not registered on the initial Registration Statement, as so amended. The Issuer will use its commercially reasonable efforts to maintain the continuous effectiveness of the Registration Statement until all such securities cease to be Registrable Securities (as defined below) or such shorter period upon which each undersigned party with Registrable Securities included in such Registration Statement have notified the Issuer that such Registrable Securities have actually been sold. The Issuer will provide all customary and commercially reasonable cooperation necessary to enable the undersigned to resell Registrable Securities pursuant to the Registration Statement or Rule 144 under the Securities Act ("Rule 144"), as applicable, qualify the Registrable Securities for listing on the primary stock exchange on which its Class A Shares are then listed, update or amend the Registration Statement as necessary to include Registrable Securities and provide customary notice to holders of Registrable Securities. "Registrable Securities" shall mean, as of any date of determination, the Acquired Shares and any other equity security of the Issuer issued or issuable with respect to the Acquired Shares by way of share split, dividend, distribution, recapitalization, merger, exchange, replacement or similar event or otherwise. As to any particular Registrable Securities, once issued, such securities shall cease to be Registrable Securities at the earliest of: (A) when the undersigned ceases to hold any Registrable Securities; (B) the date all Registrable Securities held by the undersigned may be sold without restriction under Rule 144, including without limitation, any volume and manner of sale restrictions which may be applicable to affiliates under Rule 144, and without the requirement for the Issuer to be in compliance with the current public information required under Rule 144 (including, for the avoidance of doubt, the requirements of Rule 144(i)(2)); (C) when they shall have ceased to be outstanding; or (D) four (4) years from the date of effectiveness of the Registration Statement.

(b) In the case of the registration, qualification, exemption or compliance effected by the Issuer pursuant to this Subscription Agreement, the Issuer shall, upon reasonable request, inform Subscriber as to the status of such registration, qualification, exemption and compliance. At its expense the Issuer shall:

(i) except for such times as the Issuer is permitted hereunder to suspend the use of the prospectus forming part of a Registration Statement, use its commercially reasonable efforts to keep such registration, and any qualification, exemption or compliance under state securities laws which the Issuer determines to obtain, continuously effective with respect to Subscriber, and to keep the applicable Registration Statement or any subsequent shelf registration statement free of any material misstatements or omissions, for as long as Subscriber continues to hold Registrable Securities;

(ii) advise Subscriber, as promptly as practicable but in any event, within two (2) business days:

(1) when a Registration Statement or any amendment thereto has been filed with the Commission and when such Registration Statement or any post-effective amendment thereto has become effective;

(2) of the issuance by the Commission of any stop order suspending the effectiveness of any Registration Statement or the initiation of any proceedings for such purpose;

(3) of the receipt by the Issuer of any notification with respect to the suspension of the qualification of the Acquired Shares included therein for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and

(4) subject to the provisions in this Subscription Agreement, of the occurrence of any event that requires the making of any changes in any Registration

Statement or prospectus included therein so that, as of such date, the statements therein are not misleading and do not omit to state a material fact required to be stated therein or necessary to make the statements therein (and in the case of a prospectus, in the light of the circumstances under which they were made) not misleading.

Notwithstanding anything to the contrary set forth herein, the Issuer shall not, when so advising Subscriber of such events, provide Subscriber with any material, nonpublic information regarding the Issuer other than to the extent that providing notice to Subscriber of the occurrence of the events listed in (1) through (4) above may constitute material, nonpublic information regarding the Issuer;

(iii) use its commercially reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of any Registration Statement as soon as reasonably practicable;

(iv) upon the occurrence of any event contemplated in Section 5(b)(ii)(4), except for such times as the Issuer is permitted hereunder to suspend, and has suspended, the use of a prospectus forming part of a Registration Statement, the Issuer shall use its commercially reasonable efforts to as soon as reasonably practicable prepare a post-effective amendment to such Registration Statement or a supplement to the related prospectus, or file any other required document so that, as thereafter delivered to purchasers of the Acquired Shares included therein, such prospectus will not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(v) use its commercially reasonable efforts to cause all Acquired Shares to be listed on the primary securities exchange or market, if any, on which the Class A Shares issued by the Issuer have been listed; and

(vi) use its commercially reasonable efforts to take all other steps reasonably necessary to effect the registration of the Acquired Shares contemplated hereby and, for so long as Subscriber holds Acquired Shares, to enable Subscriber to sell the Acquired Shares under Rule 144.

(c) Notwithstanding anything to the contrary in this Subscription Agreement, the Issuer shall be entitled to delay the filing or postpone the effectiveness of the Registration Statement, and from time to time to require Subscriber not to sell under the Registration Statement or to suspend the effectiveness thereof, if the negotiation or consummation of a transaction by the Issuer or its subsidiaries is pending or an event has occurred, which negotiation, consummation or event, the Issuer's board of directors reasonably believes, would require additional disclosure by the Issuer in the Registration Statement of material information that the Issuer has a bona fide business purpose for keeping confidential and the non-disclosure of which in the Registration Statement would be expected, in the reasonable determination of the Issuer's board of directors, would be expected to cause the Registration Statement to fail to comply with applicable disclosure requirements (each such circumstance, a "Suspension Event"); *provided, however*, that the Issuer may not delay or suspend the Registration Statement on more than two occasions or for more than forty five (45) consecutive calendar days, or more than ninety (90) total calendar days, in each case during any twelve (12)-month period. Upon receipt of any written notice from the Issuer of the happening of any Suspension Event during the period that the Registration Statement is effective or if as a result of a Suspension Event the Registration Statement or related prospectus contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made (in the case of the prospectus) not misleading, Subscriber agrees that (i) it will immediately discontinue offers and sales of the Acquired Shares under the Registration Statement (excluding, for the avoidance of doubt, sales conducted pursuant to Rule 144) until Subscriber receives copies of a supplemental or amended prospectus (which the Issuer agrees to promptly prepare) that corrects the misstatement(s) or omission(s) referred to above and receives notice that any post-effective amendment has become effective or unless otherwise notified by the Issuer that it may resume such offers and sales, and (ii) it will maintain the confidentiality of any information included in such written notice delivered by the Issuer unless otherwise required by law or subpoena. If so directed by the Issuer, Subscriber will deliver to the Issuer or, in Subscriber's sole discretion destroy, all copies of the prospectus covering the Acquired Shares in Subscriber's possession; *provided, however,* that this obligation to deliver or destroy all copies of the prospectus covering the Acquired Shares shall not apply (i) to the

extent Subscriber is required to retain a copy of such prospectus (a) in order to comply with applicable legal, regulatory, self-regulatory or professional requirements or (b) in accordance with a bona fide pre-existing document retention policy or (ii) to copies stored electronically on archival servers as a result of automatic data back-up.

(d) Subscriber may deliver written notice (including via email in accordance with Section 9(n), an "Opt-Out Notice") to the Issuer requesting that Subscriber not receive notices from the Issuer otherwise required by this Section 5; *provided*, *however*, that Subscriber may later revoke any such Opt-Out Notice in writing. Following receipt of an Opt-Out Notice from Subscriber (unless subsequently revoked), (i) the Issuer shall not deliver any such notices to Subscriber and Subscriber shall no longer be entitled to the rights associated with any such notice and (ii) each time prior to Subscriber's intended use of an effective Registration Statement, Subscriber will notify the Issuer in writing at least two (2) business days in advance of such intended use, and if a notice of a Suspension Event was previously delivered (or would have been delivered but for the provisions of this Section 5(d)) and the related suspension period remains in effect, the Issuer will so notify Subscriber, within one (1) business day of Subscriber's notification to the Issuer, by delivering to Subscriber a copy of such previous notice of Suspension Event, and thereafter will provide Subscriber with the related notice of the conclusion of such Suspension Event promptly following its availability.

(e) Indemnification.

(i) The Issuer shall, notwithstanding the termination of this Subscription Agreement, indemnify, defend and hold harmless, to the extent permitted by law, Subscriber, its directors, officers, employees, agents, trustees, partners, members, managers, stockholders, investment advisors and sub-advisors, each person who controls Subscriber (within the meaning of the Securities Act or the Exchange Act) and each affiliate of Subscriber (within the meaning of the Securities Act or the Exchange Act) to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, without limitation, any reasonable attorneys' fees and expenses incurred in connection with defending or investigating any such action or claim) (collectively, "Losses"), as incurred, that arise out of or are based upon (A) any untrue or alleged untrue statement of material fact contained in any Registration Statement (or incorporated by reference therein), prospectus included in any Registration Statement ("Prospectus") or preliminary Prospectus or any amendment thereof or supplement thereto or document incorporated by reference therein or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, except insofar as the same are caused by or contained in any information furnished in writing to the Issuer by or on behalf of such Subscriber expressly for use therein. The Issuer shall notify Subscriber promptly of the institution, threat or assertion (to the Issuer's knowledge) of any proceeding arising from or in connection with the Transactions; *provided*, *however*, that the indemnification contained in this Section 5(e) shall not apply to amounts paid in settlement of any Losses if such settlement is effected without the consent of the Issuer (which consent shall not be unreasonably withheld, conditioned or delayed), nor shall the Issuer be liable for any Losses to the extent they arise out of or are based upon a violation which occurs (A) in connection with any failure of such person to deliver or cause to be delivered a Prospectus made available by the Issuer in a timely manner or (B) in connection with any offers or sales effected by or on behalf of Subscriber in violation of this Subscription Agreement.

(ii) In connection with any Registration Statement in which Subscriber is participating, Subscriber shall furnish to the Issuer in writing such information as the Issuer reasonably requests for use in connection with any such Registration Statement or Prospectus. In connection with any Registration Statement in which Subscriber is participating, Subscriber agrees, severally and not jointly with any Other Subscriber or other investor that is a party to the Other Subscription Agreements, to indemnify and hold harmless, to the extent permitted by law, the Issuer, its directors and officers and agents and employees and each person or entity who controls the Issuer (within the meaning of Section 15 of the Securities Act) against any Losses, resulting from or arising out of any untrue or alleged untrue statement of material fact contained in the Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, but only to the extent that such untrue statement or

omission is contained (or not contained in the case of an omission) in and are based on any information or affidavit so furnished in writing by or on behalf of Subscriber expressly for use therein; *provided*, *however*, that in no event shall the aggregate liability of Subscriber (including, for the avoidance of doubt, under Section 5(e)(v)) be greater in amount than the dollar amount of the net proceeds received by Subscriber from the sale of Acquired Shares pursuant to such Registration Statement giving rise to such indemnification obligation.

(iii) Any person entitled to indemnification herein shall (1) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (*provided* that the failure to give prompt notice shall not impair any person's right to indemnification hereunder to the extent such failure has not prejudiced the indemnifying party) and (2) permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (such consent not to be unreasonably withheld, conditioned or delayed). An indemnifying party who elects not to assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel (plus local counsel) for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of legal counsel to any indemnified party a conflict of interest exists between such indemnified party and any other of such indemnified parties with respect to such claim. No indemnifying party shall, without the consent of the indemnified party, consent to the entry of any judgment or enter into any settlement which cannot be settled in all respects by the payment of money (and such money is so paid by the indemnifying party pursuant to the terms of such settlement) or which settlement does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation or includes any admission as to fault, culpability or failure to act on the party of such indemnified party.

(iv) The indemnification provided under this Subscription Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director, employee, agent, affiliate or controlling person of such indemnified party and shall survive the transfer of the Acquired Shares.

(v) If the indemnification provided under this Section 5(e) from the indemnifying party is unavailable or insufficient to hold harmless an indemnified party in respect of any Losses referred to herein, then the indemnifying party, in lieu of indemnifying the indemnified party, shall contribute to the amount paid or payable by the indemnified party as a result of such Losses in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified party, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, was made by (or not made by, in the case of an omission), or relates to information supplied by (or not supplied by, in the case of an omission), such indemnifying party or indemnified party, and the indemnifying party's and indemnified party's relative intent, knowledge, access to information and opportunity to correct or prevent such action. The amount paid or payable by a party as a result of the Losses or other liabilities referred to above shall be deemed to include, subject to the limitations set forth in Sections 5(e)(i), 5(e)(ii), and 5(e)(iii), any legal or other fees, charges or expenses reasonably incurred by such party in connection with any investigation or proceeding. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this Section 5(e)(v) from any person who was not guilty of such fraudulent misrepresentation.

(f) Piggyback Rights. Subscriber agrees that each New Holder (as defined in the Registration Rights Agreement) and the Seller and each 5% Insider (as defined in the Shareholders Agreements) shall have piggyback registration rights in respect of any Registration Statement that is filed pursuant to this Section 5, pursuant to and in accordance with Section 5.6 of the Registration Rights Agreement and Section 8 of the Shareholder Agreements, respectively, and that the provisions of each of the Registration Rights Agreement and the Shareholder Agreements shall apply, *mutatis mutandis*, to the exercise of any such piggyback registration rights by any such New Holder, the Seller or any such 5% Insider in respect of any such Registration Statement.

6. Termination. This Subscription Agreement shall terminate and be void and of no further force and effect (except for those provisions expressly contemplated to survive termination of this Subscription Agreement), and all rights and obligations of the parties hereunder shall terminate without any further liability on the part of any party in respect thereof (except with respect to those provisions expressly contemplated to survive termination of this Subscription Agreement), upon the earlier to occur of (a) such date and time as the Merger Agreement is terminated in accordance with its terms, (b) upon the mutual written agreement of each of the parties hereto to terminate this Subscription Agreement, (c) if any of the conditions to Closing set forth in Section 2 of this Subscription Agreement are not satisfied (or waived, to the extent waivable) on or prior to the earlier of the Closing Date or October 14, 2022 (the "Outside Date"), or become incapable of being satisfied on or prior to the earlier of the Closing Date or the Outside Date, and, as a result thereof, the transactions contemplated by this Subscription Agreement are not consummated at the Closing, or (d) the Outside Date; provided, that nothing herein will relieve any party from liability for any willful breach hereof prior to the time of termination, and each party will be entitled to any remedies at law or in equity to recover Losses, liabilities or damages arising from such breach; provided, further, that Subscriber may, by written notice to the Issuer, extend the Outside Date beyond October 14, 2022. The Issuer shall promptly notify Subscriber in writing (with email being sufficient) of the termination of the Merger Agreement. Upon the termination hereof, any monies paid by Subscriber to the Issuer in connection herewith shall promptly (and in any event within one (1) business day) be returned in full to Subscriber by wire transfer of U.S. dollars in immediately available funds to the account specified by Subscriber, without any deduction for or on account of any tax withholding, charges or set-off, whether or not the Transactions shall have been consummated.

7. Additional Agreements of Subscriber.

(a) Subscriber agrees that none of the Seller, the Company or any of the Placement Agents shall be liable to Subscriber for any action heretofore or hereafter taken or omitted to be taken by any of them or have any liability or obligation (including without limitation, for or with respect to any losses, claims, damages, obligations, penalties, judgments, awards, liabilities, costs, expenses or disbursements incurred by Subscriber, the Issuer or any other person or entity), whether in contract, tort or otherwise, to Subscriber, or to any person claiming through Subscriber, in respect of the Subscription.

(b) Subscriber hereby acknowledges and agrees that (a) each Placement Agent is acting solely as the Issuer's placement agent in connection with the Subscription and is not acting as an underwriter or in any other capacity and is not and shall not be construed as a fiduciary for Subscriber, the Issuer or any other person or entity in connection with the Subscription, (b) no Placement Agent has made or will make any representation or warranty, whether express or implied, of any kind or character and has not provided any advice or recommendation in connection with the Subscription, and (c) no Placement Agent will have any responsibility with respect to (i) any representations, warranties or agreements made by any person or entity under or in connection with the Subscription or any of the documents furnished pursuant thereto or in connection therewith, or the execution, legality, validity or enforceability (with respect to any person) or any thereof, or (ii) the business, affairs, financial condition, operations, properties or prospects of, or any other matter concerning the Issuer or the Subscription.

(c) The Issuer hereby acknowledges and agrees that, except as expressly set forth in Section 5(c) hereto (and except pursuant to any Support Agreement or separate lock-up agreement entered into with the Issuer in connection with Subscriber's evaluation of the transactions contemplated by Subscription Agreement (if applicable)): (i) Subscriber has not been asked by the Issuer to agree, nor, to the knowledge of the Issuer, has Subscriber agreed, to desist from purchasing or selling, long and/or short, securities of the Issuer, or "derivative" securities based on securities issued by the Issuer or to hold the Acquired Shares for any specified term, (ii) past or future open market or other transactions by Subscriber, before or after the closing of this or future private placement transactions, may negatively impact the market price of the Issuer's publicly-traded securities, and (iii) Subscriber shall not be deemed to have any affiliation with or control over any arm's length counter-party in any "derivative" transaction.

8. Issuer's Covenants.

(a) Except as contemplated herein, the Issuer, its subsidiaries and their respective affiliates shall not, and shall cause any person acting on behalf of any of the foregoing to not, take any

action or steps that would require registration of the issuance of any of the Acquired Shares under the Securities Act.

(b) With a view to making available to Subscriber the benefits of Rule 144 or any other similar rule or regulation of the Commission that may at any time permit Subscriber to sell securities of the Issuer to the public without registration, the Issuer agrees, for so long as Subscriber holds Registrable Securities to:

(i) make and keep public information available, as those terms are understood and defined in Rule 144;

(ii) file with the Commission in a timely manner all reports and other documents required of the Issuer under the Securities Act and the Exchange Act so long as the Issuer remains subject to such requirements and the filing of such reports and other documents is required for the applicable provisions of Rule 144; and

(iii) furnish to Subscriber so long as it owns Acquired Shares, promptly upon request, (x) a written statement by the Issuer, if true, that it has complied with the reporting requirements of Rule 144, the Securities Act and the Exchange Act, (y) a copy of the most recent annual or quarterly report of the Issuer and such other reports and documents so filed by the Issuer (public availability on the Commission's EDGAR system (or successor system) being sufficient) and (z) such other information as may be reasonably requested to permit Subscriber to sell such securities pursuant to Rule 144 without registration.

(c) The Issuer shall use its commercially reasonable efforts to remove the legend described in Section 4(g) and to issue a certificate or a book entry record without such legend to the holder of the Acquired Shares upon which it is stamped or issue to such holder by electronic delivery at the applicable balance account at DTC, if (i) such Acquired Shares are registered for resale under the Securities Act; provided that the Issuer shall use its commercially reasonable efforts to cause its legal counsel to deliver the necessary legal opinions, if any, to the transfer agent in connection therewith, (ii) in connection with a sale, assignment or other transfer, such holder provides the Issuer with an opinion of counsel and other customary paperwork, in a form reasonably acceptable to the Issuer, to the effect that such sale, assignment or transfer of the Acquired Shares may be made without registration under the applicable requirements of the Securities Act and such holder agrees to sell, assign or otherwise transfer such securities in accordance with such valid exemption from the registration requirements of the Securities Act, (iii) the Acquired Shares can be sold, assigned or transferred without restriction or current public information requirements pursuant to Rule 144, including without limitation, any volume and manner of sale restrictions which may be applicable to affiliates under Rule 144 and any requirement for the Issuer to be in compliance with the current public information required under Rule 144(c) or Rule 144(i), as applicable, and in each case, the holder provides the Issuer with customary paperwork including an undertaking to effect that any sales or other transfers will occur in accordance with Rule 144, or (iv) at any time on or after July 28, 2022, the holder of any Acquired Shares certifies that it is not an "affiliate" of the Issuer (as such term is used under Rule 144) and that the such holder's holding period for purposes of Rule 144 and subsection (d)(3)(iii) thereof with respect to such Acquired Shares is at least six (6) months. The Issuer shall be responsible for the fees of the Transfer Agent and all DTC fees associated with such issuance and Subscriber shall be responsible for all other fees and expenses (including, without limitation, any applicable broker fees, fees and disbursements of their legal counsel and any applicable transfer taxes).

(d) The Issuer shall use its best efforts not, and shall use its best efforts not to permit any of its subsidiaries and Affiliates or any of its or their respective directors, officers or representatives to, promise, authorize or make any payment to, or otherwise contribute any item of value to, directly or indirectly, any non-U.S. government official, in each case, in violation of the FCPA or any other applicable anti-bribery or anti-corruption law. The Issuer shall, and shall cause each of its subsidiaries and Affiliates to, cease all of its or their respective activities, as well as remediate any actions taken by the Issuer, its subsidiaries or Affiliates or any of its or their respective directors, officers or representatives in violation of the FCPA or any other applicable anti-bribery or anti-corruption law. The Issuer shall, and shall cause each of its Affiliates and subsidiaries to, maintain systems or internal controls (including, but

not limited to, accounting systems, purchasing systems and billing systems) to ensure compliance with the FCPA or any other applicable anti-bribery or anti-corruption law.

9. Miscellaneous.

(a) Each party hereto acknowledges that the other party hereto will rely on the acknowledgments, understandings, agreements, representations and warranties contained in this Subscription Agreement. Prior to the Closing, each party hereto agrees to promptly notify the other party hereto if any of the acknowledgments, understandings, agreements, representations and warranties set forth herein with respect to it are no longer accurate in all material respects. Subscriber further acknowledges and agrees that (i) each Placement Agent is a third-party beneficiary of the representations and warranties of Subscriber contained in this Subscription Agreement and (ii) each New Holder, the Seller and each 5% Insider is a third-party beneficiary of the piggyback registration rights provided in Section 5(f).

(b) Each of the Issuer and Subscriber is entitled to rely upon this Subscription Agreement and is irrevocably authorized to produce this Subscription Agreement or a copy hereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby. Each Placement Agent, in its capacity as such, is entitled to rely upon the representations, warranties, agreements and covenants of the Issuer and the representations and warranties of Subscriber in this Subscription Agreement.

(c) This Subscription Agreement may not be transferred or assigned without the prior written consent of each of the other parties hereto. Notwithstanding the foregoing, (i) this Subscription Agreement and any of Subscriber's rights and obligations hereunder may be assigned at any time to one or more affiliates of Subscriber or to any fund or account managed by the same investment manager or investment advisor as Subscriber or by an affiliate of such investment manager or investor advisor, without the prior consent of the Issuer, *provided* that such assignee(s) agrees in writing to be bound by the terms hereof. Upon such assignment by a Subscriber, the assignee(s) shall become Subscriber hereunder and have the rights and obligations provided for herein to the extent of such assignment; *provided further* that, no assignment shall relieve the assigning party of any of its obligations hereunder, including any assignment to any fund or account managed by the same investment manager or investment advisor as Subscriber or by an affiliate of such investment manager or investment advisor, unless consented to in writing by the Issuer (such consent not to be unreasonably conditioned, delayed or withheld); and (ii) at any time following the Closing, Subscriber's rights (including under Section 5) in respect of any Acquired Shares may be assigned to any transferee of such Acquired Shares.

(d) All the representations and warranties made by each party hereto in this Subscription Agreement shall survive the Closing. All covenants made by each party hereto in this Subscription Agreement required to be performed after the Closing shall expire upon performance.

(e) The Issuer may request from Subscriber such additional information as the Issuer may deem reasonably necessary to evaluate the eligibility of Subscriber to acquire the Acquired Shares, and Subscriber shall provide such information as may be reasonably requested, to the extent readily available and to the extent consistent with its internal policies and procedures; provided, that, the Issuer agrees to keep any such information provided by Subscriber confidential; provided, further, that upon recipient of such additional information, the Issuer shall be allowed to convey such information to the Placement Agents and each Placement Agent shall have agreed to keep the information confidential (with Subscriber being any express third party beneficiary of such agreement), except as may be required by applicable law, rule, regulation or in connection with any legal proceeding or regulatory request.

(f) This Subscription Agreement may not be amended, modified, waived or terminated except by an instrument in writing, signed by each of the parties hereto. This Subscription Agreement may not be waived except by an instrument in writing, signed by the party against whom enforcement of such waiver is sought.

(g) This Subscription Agreement (including the schedule hereto) constitutes the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof.

(h) Except as otherwise provided herein (including the provisions of Section 5(e), as to which the indemnified parties are express third party beneficiaries), this Subscription Agreement shall be binding upon, and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives, and permitted assigns, and the agreements, representations, warranties, covenants and acknowledgments contained herein shall be deemed to be made by, and be binding upon, such heirs, executors, administrators, successors, legal representatives and permitted assigns.

(i) If any provision of this Subscription Agreement shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Subscription Agreement shall not in any way be affected or impaired thereby and shall continue in full force and effect.

(j) This Subscription Agreement may be executed in two (2) or more counterparts (including by facsimile, electronic mail or in .pdf or other electronic means), all of which shall be considered one and the same agreement and shall become effective when signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

(k) Each party shall pay all of its own expenses in connection with this Subscription Agreement and the transactions contemplated by this Subscription Agreement.

(l) The Issuer shall be solely responsible for the fees of the Placement Agent, Transfer Agent, the escrow agent, stamp taxes and all of DTC's fees associated with the issuance of the Acquired Shares.

(m) Subscriber understands and agrees that (i) no disclosure or offering document has been prepared by the Placement Agents or any of their respective affiliates in connection with the offer and sale of the Acquired Shares; (ii) none of the Placement Agents and their respective directors, officers, employees, representatives and controlling persons has made any independent investigation with respect to the Issuer, the Company, the Transactions or the Acquired Shares or the accuracy, completeness or adequacy of any information supplied to Subscriber by the Issuer; and (iii) in connection with the issue and purchase of the Acquired Shares, the Placement Agents have not acted as Subscriber's financial advisor, tax or fiduciary.

(n) Any notice or communication required or permitted hereunder shall be in writing and either delivered personally, emailed or telecopied, sent by overnight mail via a reputable overnight carrier, or sent by certified or registered mail, postage prepaid, and shall be deemed to be given and received (i) when so delivered personally, (ii) upon receipt of an appropriate electronic answerback or confirmation when so delivered by telecopy (to such number specified below or another number or numbers as such person may subsequently designate by notice given hereunder), (iii) when sent, with no mail undeliverable or other rejection notice, if sent by email, or (iv) five (5) business days after the date of mailing to the address below or to such other address or addresses as such person may hereafter designate by notice given hereunder:

if to Subscriber, to such address or addresses set forth on the signature page hereto;

if to the Issuer, to:

Sema4 Holdings Corp.
333 Ludlow Street, North Tower, 8th Floor
Stamford, Connecticut 06902
Attention: General Counsel
Email: legal@sema4.com

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

Fenwick & West LLP
902 Broadway
New York, NY 10010
Attention: Ethan Skerry, Per Chilstrom, Michael Pilo
Email: eskerry@fenwick.com; pchilstrom@fenwick.com; mpilo@fenwick.com

and a required copy to (which copy shall not constitute notice):

Goldman Sachs & Co. LLC, 200 West Street, New York, New York 10282-2198

Jefferies LLC, 520 Madison Avenue, New York, New York 10022, Attention: General Counsel

Cowen and Company, LLC, 599 Lexington Avenue, New York, NY 10022, Attention: General Counsel, Fax: 646-562-1124, Bradley.friedman@cowen.com

BTIG, LLC, 65 E 55th Street, New York, New York 10022, Attention: Karen Koski, kkoski@btig.com; with a copy to: BTIG, LLC, 600 Montgomery Street, 6th Floor, San Francisco, CA 94111, Attention: General Counsel, IBlegal@BTIG.com

(o) The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Subscription Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Subscription Agreement and to enforce specifically the terms and provisions of this Subscription Agreement, this being in addition to any other remedy to which such party is entitled at law, in equity, in contract, in tort or otherwise.

(p) This Subscription Agreement, and any claim or cause of action hereunder based upon, arising out of or related to this Subscription Agreement (whether based on law, in equity, in contract, in tort or any other theory) or the negotiation, execution, performance or enforcement of this Subscription Agreement, shall be governed by and construed in accordance with the laws of the State of New York, without giving regard to the principles of conflicts of laws that would otherwise require the application of the law of any other state.

THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK OR THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN THE CITY OF NEW YORK SOLELY IN RESPECT OF THE INTERPRETATION AND ENFORCEMENT OF THE PROVISIONS OF THIS SUBSCRIPTION AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AND HEREBY WAIVE, AND AGREE NOT TO ASSERT, AS A DEFENSE IN ANY ACTION, SUIT OR PROCEEDING FOR INTERPRETATION OR ENFORCEMENT HEREOF THAT SUCH ACTION, SUIT OR

PROCEEDING MAY NOT BE BROUGHT OR IS NOT MAINTAINABLE IN SAID COURTS OR THAT VENUE THEREOF MAY NOT BE APPROPRIATE OR THAT THIS SUBSCRIPTION AGREEMENT MAY NOT BE ENFORCED IN OR BY SUCH COURTS, AND THE PARTIES HERETO IRREVOCABLY AGREE THAT ALL CLAIMS WITH RESPECT TO SUCH ACTION, SUIT OR PROCEEDING SHALL BE HEARD AND DETERMINED BY SUCH A NEW YORK STATE OR FEDERAL COURT. THE PARTIES HEREBY CONSENT TO AND GRANT ANY SUCH COURT JURISDICTION OVER THE PERSON OF SUCH PARTIES AND OVER THE SUBJECT MATTER OF SUCH DISPUTE AND AGREE THAT MAILING OF PROCESS OR OTHER PAPERS IN CONNECTION WITH SUCH ACTION, SUIT OR PROCEEDING IN THE MANNER PROVIDED IN SECTION 9(n) OR IN SUCH OTHER MANNER AS MAY BE PERMITTED BY LAW SHALL BE VALID AND SUFFICIENT SERVICE THEREOF.

EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS SUBSCRIPTION AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS SUBSCRIPTION AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS SUBSCRIPTION AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, PLACEMENT AGENTS OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER; (II) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THE FOREGOING WAIVER; (III) SUCH PARTY MAKES THE FOREGOING WAIVER VOLUNTARILY AND (IV) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS SUBSCRIPTION AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 9(p).

(q) The Issuer shall, by 9:00 a.m., New York City time, on the first (1st) business day immediately following the date of this Subscription Agreement, file with the Commission a Current Report on Form 8-K (collectively, the "Disclosure Document") disclosing all material terms of the transactions contemplated hereby and by the Other Subscription Agreements, the Transactions and any other material, nonpublic information that the Issuer or its representatives has provided to Subscriber any time prior to the filing of the Disclosure Document, to the extent such information has not previously been publicly disclosed by the Issuer in a press release or filing with the Commission and the Issuer considers such information material at the time of the filing of the Disclosure Document. Upon the issuance of the Disclosure Document, to the Issuer's knowledge, Subscriber shall not be in possession of any material, non-public information received from the Issuer or any of its officers, directors or employees or agents (including the Placement Agents) and Subscriber shall no longer be subject to any confidentiality or similar obligations under any current agreement, whether written or oral with the Issuer, the Placement Agents or any of its affiliates. Notwithstanding anything in this Subscription Agreement to the contrary, the Issuer shall not publicly disclose the name of Subscriber or any of its affiliates or its investment adviser, or include the name of Subscriber or any of its affiliates or its investment adviser without the prior written consent of Subscriber (which consent shall not be unreasonably withheld, conditioned or delayed) (i) in any press release; or (ii) in any filing with the Commission or any regulatory agency or trading market, except (A) current reports on Form 8-K filed with the SEC by the Issuer in connection with the announcement of the execution of this Subscription Agreement and the announcement of the Closing of the Transactions or (B) as required by state or federal securities law, any governmental authority or stock exchange rule, in which case the Issuer shall provide Subscriber with prior written notice of such disclosure permitted under hereunder. The Issuer shall not, and shall cause each of its officers, directors, employees and agents, not to, provide Subscriber with any material, nonpublic information from and after the filing of the Disclosure Document and if and so long as Subscriber has not designated a representative on the Issuer's board of directors, without the express prior written consent of Subscriber.

(r) The Issuer hereto agrees, and the Subscriber acknowledges such agreement for the express benefit of the Placement Agent, its respective affiliates and its respective representatives that:

(i) neither the Placement Agents nor any of their affiliates or any of their representatives (1) have any duties or obligations other than those specifically set forth herein or in the engagement letter among the Issuer and each Placement Agent (each an "Engagement Letter", and collectively, the "Engagement Letters"); (2) shall be liable for any improper payment made in accordance with the information provided by the Issuer; (3) makes any representation or warranty, or has any responsibilities as to the validity, accuracy, value or genuineness of any information, certificates or documentation delivered by or on behalf of the Issuer pursuant to this Subscription Agreement or the Merger Agreement or any agreement contemplated therein, or in connection with any of the Transactions; or (4) shall be liable (x) for any action taken, suffered or omitted by any of them in good faith and reasonably believed to be authorized or within the discretion or rights or powers conferred upon it by this Subscription Agreement, the Merger Agreement or any agreement contemplated therein, or (y) for anything which any of them may do or refrain from doing in connection with this Subscription Agreement, the Merger Agreement or any agreement contemplated therein, except for such party's own gross negligence, willful misconduct or bad faith.

(s) The Placement Agents, their affiliates and their representatives shall be entitled to (1) rely on, and shall be protected in acting upon, any certificate, instrument, opinion, notice, letter or any other document or security delivered to any of them by or on behalf of the Issuer, and (2) be indemnified by the Issuer for acting as Placement Agents hereunder pursuant the indemnification provisions set forth in the Engagement Letters.

(t) The obligations of Subscriber under this Subscription Agreement are several and not joint with the obligations of any Other Subscriber or any other investor under the Other Subscription Agreements, and Subscriber shall not be responsible in any way for the performance of the obligations of any Other Subscriber under any Other Subscription Agreement or other investor under the Other Subscription Agreements. The decision of Subscriber to purchase the Acquired Shares pursuant to this Subscription Agreement has been made by Subscriber independently of any Other Subscriber or any other investor and independently of any information, materials, statements or opinions as to the business, affairs, operations, assets, properties, liabilities, results of operations, condition (financial or otherwise) or prospects of the Issuer, the Company or any of their respective subsidiaries which may have been made or given by any Other Subscriber or investor or by any agent or employee of any Other Subscriber or investor, and neither Subscriber nor any of its agents or employees shall have any liability to any Other Subscriber or investor (or any other person) relating to or arising from any such information, materials, statements or opinions. The decision of each Other Subscriber to purchase Other Acquired Shares pursuant to an Other Subscription Agreement has been made by such Other Subscriber independently of Subscriber and independently of any information, materials, statements or opinions as to the business, affairs, operations, assets, properties, liabilities, results of operations, condition (financial or otherwise) or prospects of the Issuer, the Company or any of their respective subsidiaries which may have been made or given by Subscriber. Nothing contained herein or in any Other Subscription Agreement, and no action taken by Subscriber or investor pursuant hereto or thereto, shall be deemed to constitute Subscriber and any Other Subscribers or other investors as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that Subscriber and any Other Subscribers or other investors are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by this Subscription Agreement and the Other Subscription Agreements. Subscriber acknowledges that no Other Subscriber has acted as agent for Subscriber in connection with making its investment hereunder and no Other Subscriber will be acting as agent of Subscriber in connection with monitoring its investment in the Acquired Shares or enforcing its rights under this Subscription Agreement. Subscriber shall be entitled to independently protect and enforce its rights, including without limitation the rights arising out of this Subscription Agreement, and it shall not be necessary for any Other Subscriber or investor to be joined as an additional party in any proceeding for such purpose.

(u) In connection with all aspects of this Subscription Agreement, the transactions contemplated hereby and the Transaction, the Issuer acknowledges and agrees that: (i) the purchase and sale of the Acquired Shares constitute an arm's-length commercial transaction between the Issuer, on the one hand, and Subscriber, on the other hand, and the Issuer is capable of evaluating and understanding and understands and accepts the terms, risks and conditions of the transactions contemplated hereby, (ii) in connection with the process leading to this Subscription Agreement, the transactions contemplated hereby and the Transactions, Subscriber is and has been acting solely as a principal and not as a financial

advisor, agent or fiduciary, for the Issuer or the Issuer's affiliates, stockholders, directors, officers, employees or creditors or any other person, (iii) neither Subscriber nor any of its affiliates has assumed or will assume an advisory, agency or fiduciary responsibility in the Issuer or the Issuer's affiliates' favor with respect to any of this Subscription Agreement, the transactions contemplated hereby, the process leading hereto or the Transactions (irrespective of whether Subscriber or any of its affiliates have advised or are currently advising the Issuer or any of its affiliates on other matters) and neither Subscriber nor any of its affiliates has any obligation to the Issuer or any of the Issuer's affiliates with respect to the Other Subscription Agreements or the Transactions, (iv) Subscriber and its affiliates may be engaged in a broad range of transactions that involve interests that differ from the Issuer and its affiliates and neither Subscriber nor any of its affiliates shall have any obligation to disclose any of such interests, and (v) neither Subscriber nor any of its affiliates has provided any legal, accounting, regulatory or tax advice with respect to this Subscription Agreement, any of the transactions contemplated hereby or the Transactions, and the Issuer has consulted its own legal, accounting, regulatory and tax advisors to the extent the Issuer deemed appropriate. The Issuer waives and releases, to the fullest extent permitted by law, any claims that it may have against Subscriber and its affiliates with respect to any breach of fiduciary duty or alleged breach of fiduciary duty as a consequence of this Subscription Agreement, the transactions contemplated hereby or the Transactions.

(v) The headings herein are for convenience only, do not constitute a part of this Subscription Agreement and shall not be deemed to limit or affect any of the provisions hereof. The language used in this Subscription Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party. Unless the context otherwise requires, (i) all references to Sections, Schedules or Exhibits are to Sections, Schedules or Exhibits contained in or attached to this Subscription Agreement, (ii) each accounting term not otherwise defined in this Subscription Agreement has the meaning assigned to it in accordance with GAAP, (iii) words in the singular or plural include the singular and plural and pronouns stated in either the masculine, the feminine or neuter gender shall include the masculine, feminine and neuter, (iv) the use of the word "including" in this Subscription Agreement shall be by way of example rather than limitation, and (v) the word "or" shall not be exclusive.

(w) If Subscriber is a Massachusetts Business Trust, a copy of the Agreement and Declaration of Trust of Subscriber or any affiliate thereof is on file with the Secretary of State of the Commonwealth of Massachusetts and notice is hereby given that the Subscription Agreement is executed on behalf of the trustees of Subscriber or any affiliate thereof as trustees and not individually and that the obligations of the Subscription Agreement are not binding on any of the trustees, officers or stockholders of Subscriber or any affiliate thereof individually but are binding only upon Subscriber or any affiliate thereof and its assets and property.

(x) This Subscription Agreement may only be enforced against, and a claim or cause of action based upon, arising out of, or related to this Subscription Agreement may only be brought by the expressly named party hereto and then only with respect to the specific obligations set forth herein with respect to such party. Except to the extent a named party, no present, former or future Affiliate, officer, director, employee, incorporator, member, partner, stockholder, agent, attorney or other Representative of any party or their Affiliates shall have any Liability (whether in contract, in tort or otherwise) for any obligations or Liabilities of any party which is not otherwise expressly identified as a party, and no recourse shall be brought or granted against any of them, by virtue of or based upon any alleged misrepresentation or inaccuracy in or breach of any of the representations, warranties, agreements or covenants of any party under this Subscription Agreement for any claim based upon, in respect of, or by reason of, the transactions contemplated by this Subscription Agreement or in respect of any representations made or alleged to have been made in connection therewith. The provisions of this Section 9(x) are intended to be for the benefit of, and enforceable by the Affiliates, officers, directors, employees, incorporators, members, partners, stockholders, agents, attorneys and other Representatives referenced in this Section 9(x) and each such Person shall be a third-party beneficiary of this Section 9(x).

[Signature pages follow.]

IN WITNESS WHEREOF, each of the Issuer and Subscriber has executed or caused this Subscription Agreement to be executed by its duly authorized representative as of the date set forth below.

Sema4 Holdings Corp.

By: _____

Name:

Title:

Date: January 14, 2022

SUBSCRIBER:

Signature of Subscriber:

By: _____
Name:
Title:

Date: January 14, 2022

Name of Subscriber:

_____
(Please print. Please indicate name and capacity of person signing above)

_____
Name in which securities are to be registered (if different)

Email Address:

If there are joint investors, please check one:

☐ Joint Tenants with Rights of Survivorship

☐ Tenants-in-Common

☐ Community Property

Subscriber's EIN: _____

Business Address-Street:

_____

_____
City, State, Zip:

Attn:

Telephone No.: _____

Facsimile No.: _____

Signature of Joint Subscriber, if applicable:

By: _____
Name:
Title:

Name of Joint Subscriber, if applicable:

_____
(Please print. Please indicate name and capacity of person signing above)

Joint Subscriber's EIN:

_____

Mailing Address-Street (if different):

_____

_____
City, State, Zip:

Attn:

Telephone No.: _____

Facsimile No.: _____

Aggregate Number of Acquired Shares subscribed for:

_____

Aggregate Purchase Price: $_____

You must pay the Purchase Price by wire transfer of United States dollars in immediately available funds to the account specified by the Issuer in the Closing Notice.

Number of Acquired Shares subscribed for and aggregate Purchase Price accepted and agreed to as of this 14th day of January, 2022, by:

Sema4 Holdings Corp.

By: _____
Name:
Title:

SCHEDULE A
ELIGIBILITY REPRESENTATIONS OF SUBSCRIBER

A. QUALIFIED INSTITUTIONAL BUYER STATUS
(Please check the applicable subparagraphs):

1. ☐ We are a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act (a "QIB")).

2. ☐ We are subscribing for the Acquired Shares as a fiduciary or agent for one or more investor accounts, and each owner of such account is a QIB.

*** OR ***

B. INSTITUTIONAL ACCREDITED INVESTOR STATUS
(Please check each of the following subparagraphs):

1. ☐ We are an "accredited investor" (within the meaning of Rule 501(a) under the Securities Act) or an entity in which all of the equity holders are accredited investors within the meaning of Rule 501(a) under the Securities Act and have marked and initialed the appropriate box on the following page indicating the provision under which we qualify as an "accredited investor".
2. ☐ We are not a natural person.

*** AND ***

C. AFFILIATE STATUS
(Please check the applicable box)
SUBSCRIBER:

☐ is:

☐ is not:

an "affiliate" (as defined in Rule 144 under the Securities Act) of the Issuer or acting on behalf of an affiliate of the Issuer.

FINRA Rule 4512(c) states that an "institutional account" shall mean any person who comes within any of the below listed categories. Subscriber has indicated, by marking and initialing the appropriate box below, the provision(s) below which apply to Subscriber and under which Subscriber accordingly qualifies as an "institutional account."

☐ a bank, savings and loan association, insurance company or registered investment company;

☐ an investment adviser registered either with the Commission under Section 203 of the Investment Advisers Act or with a state securities commission (or any agency or office performing like functions); or

☐ any other person (whether a natural person, corporation, partnership, trust or otherwise) with total assets of at least $50 million.

This page should be completed by Subscriber
and constitutes a part of the Subscription Agreement.

Schedule A-1

Rule 501(a), in relevant part, states that an "accredited investor" shall mean any person who comes within any of the below listed categories, or who the Issuer reasonably believes comes within any of the below listed categories, at the time of the sale of the securities to that person. Subscriber has indicated, by marking and initialing the appropriate box below, the provision(s) below that apply to Subscriber and under which Subscriber accordingly qualifies as an "accredited investor."

☐ Any bank as defined in section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity;

☐ Any broker or dealer registered pursuant to section 15 of the Exchange Act;

☐ An investment adviser registered pursuant to section 203 of the Investment Advisers Act of 1940 or registered pursuant to the laws of a state;

☐ An investment adviser relying on the exemption from registering with the Securities and Exchange Commission under section 203(l) or (m) of the Investment Advisers Act of 1940;

☐ Any insurance company as defined in section 2(a)(13) of the Securities Act;

☐ Any investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of the Securities Act;

☐ Any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958;

☐ A Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act;

☐ Any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000;

☐ Any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

☐ Any private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;

☐ Any organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, partnership or limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000;

This page should be completed by Subscriber
and constitutes a part of the Subscription Agreement.

Schedule A-2

☐ Any trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of the Securities Act;

☐ An entity, of a type not listed in any of the foregoing paragraphs, not formed for the specific purpose of acquiring the securities offered, owning investments in excess of $5,000,000;

☐ A "family office," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1): (i) with assets under management in excess of $5,000,000, (ii) that is not formed for the specific purpose of acquiring the securities offered, and (iii) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment;

☐ A "family client," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1), of a family office meeting the requirements in the foregoing paragraph and whose prospective investment in the issuer is directed by such family office pursuant to clause (iii) in the foregoing paragraph;

☐ Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds $1,000,000. For purposes of calculating a natural person's net worth: (a) the person's primary residence must not be included as an asset; (b) indebtedness secured by the person's primary residence up to the estimated fair market value of the primary residence must not be included as a liability (except that if the amount of such indebtedness outstanding at the time of calculation exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess must be included as a liability); and (c) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the residence must be included as a liability;

☐ Any natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year; or

☐ Any entity in which all of the equity owners are accredited investors meeting one or more of the above tests.

SHAREHOLDER AGREEMENT

[__], 2022

Sema4 Holdings Corp. 333 Ludlow Street, North Tower, 8th floor Stamford, CT 06902

Ladies and Gentlemen:

This letter agreement (this "***Agreement***") relates to that certain Agreement and Plan of Merger, dated as of January 14, 2022 (as amended, restated, supplemented or modified from time to time, the "***Merger Agreement***"), by and among Sema4 Holdings Corp., a Delaware corporation ("***Acquirer***"), Orion Merger Sub I, Inc., a Delaware corporation, Orion Merger Sub II, LLC ("***Merger Sub I***"), a Delaware limited liability company ("***Merger Sub II***"), GeneDx, Inc, a New Jersey corporation, GeneDx Holding 2, Inc., a Delaware Corporation ("***Holdco2***"), and OPKO Health, Inc., a Delaware Corporation (the "***Seller***"), pursuant to which Merger Sub I will merge with and into Holdco2 (the "***First Merger***"), with Holdco2 surviving such merger, following which Holdco2 will merge with and into Merger Sub II (the "***Second Merger***" and, together with the First Merger, the "***Mergers***"), with Merger Sub II continuing on as the surviving entity (the "***Surviving Entity***") and a wholly owned subsidiary of Acquirer, on the terms and conditions set forth therein. Capitalized terms used and not otherwise defined herein are defined in the Merger Agreement and shall have the respective meanings given to such terms in the Merger Agreement.

1. In order to induce the Acquirer Parties to consummate the transactions contemplated by the Merger Agreement [1][and as a condition to any transaction in which the Seller would distribute or otherwise transfer shares of Acquirer Stock to the undersigned], the undersigned hereby agrees that[, with respect to the portion of the Merger Consideration distributed or otherwise transferred to the undersigned], from the Closing Date until: (a) in the case of the stock portion of the Merger Consideration issued at the Closing, the date that is one (1) year from the Closing Date, (b) if and to the extent earned, in the case of the stock portion of the first Milestone Payment, the date that is one (1) year from the date of issuance for such payment and (c) if and to the extent earned, in the case of the stock portion of the second Milestone Payment, the date that is six (6) months from the date of issuance of such stock (the period between the Closing Date and the date indicated in clause (a) or (b), as applicable, a "***Lock-Up Period***" and the shares to which such respective Lock-Up Period applies, the "***Lock-Up Shares***"), the undersigned will not (i) offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, any Lock-Up Shares, (ii) enter into a transaction which would have the same effect, or (iii) enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of such Lock-Up Shares, whether any such aforementioned transaction is to be settled by delivery of such Lock-Up Shares, in cash or otherwise, or publicly disclose the intention to make any such offer, sale, pledge or disposition, or to enter into any such transaction, swap, hedge or other arrangement (collectively, clauses (i) through (iii), the "***Restricted Actions***").

2. Following the termination of any applicable Lock-Up Period (such date, the "***Lock-Up Termination Date***") and for so long as the undersigned is the record or beneficial owner of at least 5% of the issued and outstanding Acquirer Stock, the undersigned hereby agrees that during any consecutive ninety (90) day period following the applicable Lock-Up Termination Date, the undersigned shall not, without the prior written consent of Acquirer (such consent not to be unreasonably, withheld, conditioned or delayed), take any Restricted Action that would result in the sale or other disposition of Lock-Up Shares

[1] Bracketed language to be included for OPKO stockholders.

in an amount that exceeds 25% of the total number of shares of Acquirer Stock [2][received by the undersigned in the Mergers][distributed or otherwise transferred to the undersigned by Seller], except as part of a marketed sale process for which one lead Bookrunner (as defined herein) has been selected by Acquirer in its sole discretion (such discretion to be exercised reasonably). For purposes of this Section 2, a "***Bookrunner***" shall mean a securities dealer who either (a) purchases the applicable securities as principal in an underwritten, registered direct or other public offering registered under the Securities Act and not solely as part of such dealer's market-making activities or (b) acts as placement agent in a private placement or offering of the applicable securities.

3. For the avoidance of doubt, none of the restrictions set forth in Section 1 or Section 2 of this Agreement shall apply to: (a) any shares of Acquirer Stock purchased by the undersigned in the open market or in any private sale transaction or otherwise or in any public or private capital raising transaction of Acquirer or otherwise, other than the Lock-up Shares; or (b) the inclusion of any Lock-Up Shares (but not the subsequent sale or transfer of such Lock-Up Shares) as part of the Initial Shelf (as defined below) or any other Registration Statement (as defined below) filed pursuant to Section 8(a) of this Agreement. For the avoidance of any doubt, the parties hereto acknowledge and agree that the undersigned shall retain all of its rights as a stockholder of Acquirer during the applicable Lock-up Period, including, without limitation, the right to vote, and to receive any dividends and distributions in respect of, the Lock-Up Shares, subject to the terms of this Agreement.

4. The undersigned hereby authorizes Acquirer during the applicable Lock-Up Period to cause its transfer agent for the Lock-Up Shares to decline to transfer, and to note stop transfer restrictions on the stock register and other records relating to the Lock-Up Shares for which the undersigned is the record holder.

5. Notwithstanding the foregoing, the undersigned may sell or otherwise transfer the Lock-Up Shares during the undersigned's lifetime or on death (or, if the undersigned is not a natural person, during its existence) (a) if the undersigned is not a natural person, to its managers, partners (direct or indirect), members or other direct or indirect equity holders until the Lock-Up Shares come to be held by a natural person or to any of its other Affiliates or any subsidiary, employee, officer, director, investment fund controlling, controlled, managing or managed by or under common control with the undersigned or Affiliates of the undersigned (including, for the avoidance of doubt, where the undersigned is a partnership, to its general partner or a successor partnership or fund, or any other funds managed by such partnership), (b) to the immediate family members (for purposes of this Agreement, "***immediate family***" shall mean any relationship by blood, current or former marriage, domestic partnership or adoption, not more remote than first cousin) of the undersigned, (c) to a partnership, limited liability company or other entity of which the undersigned and the immediate family members of the undersigned are the legal and beneficial owner of all of the outstanding equity securities or similar interests, (d) to a family trust, foundation or partnership established for the direct or indirect benefit of the undersigned, its equity holders or any of their respective immediate family members, or if the undersigned is a trust, to a trustor or beneficiary of the trust or to the estate of a beneficiary of such trust, (e) to a charitable foundation controlled by the undersigned, its Affiliates, partners, members or other direct or indirect equityholders or any of their respective immediate family members, (f) by will or intestacy, (g) by operation of law or pursuant to an order of a court (including a qualified domestic order, divorce settlement, divorce decree or separation agreement) or regulatory agency or (h) pursuant to a bona fide third-party tender offer, merger, consolidation or other similar transaction that is approved by the Acquirer Board and made to all holders of Acquirer's capital stock involving an Acquirer Change in Control; provided that in the event that such tender offer, merger, consolidation or other similar transaction is not completed, the undersigned's Lock-Up Shares shall remain subject to the provisions of this Agreement; provided, however, that in the case of each of clauses (a) through (g), any such sale or transfer shall be conditioned upon entry by such transferees into a written

[2] Bracketed language for each of OPKO and its stockholders.

agreement, addressed to Acquirer, agreeing to be bound by these transfer restrictions and the other terms and conditions of this Agreement; and provided, further, for the avoidance of doubt, that nothing contained herein shall limit or restrict the admission of new managers, partners, members or other direct or indirect equityholders in, or the increase or decrease in the ownership interests of any managers, partners, members or other direct or indirect equity holders of, any entity holding any of the Lock-Up Shares.

6. For so long as the undersigned remains the record or beneficial owner of at least five percent (5%) of the outstanding Acquirer Stock, the undersigned agrees to vote all of his, her or its Lock-Up Shares, from time to time and at all times, in whatever manner is recommended by the Acquirer Board.

7. The undersigned agrees that, for a period of twelve (12) months from the Closing Date (the "***Standstill Period***"), neither the undersigned nor any of its Affiliates or subsidiaries will, directly or indirectly, without the prior written consent of the Acquirer Board or Acquirer's chief executive officer:

(a) acquire or agree, offer, seek or propose to acquire, or cause to be acquired, ownership (including any voting right or beneficial ownership as defined in Rule 13d-3 under the Exchange Act) of any voting securities of Acquirer or any of its subsidiaries or any option, forward contract, swap or other position with a value derived from voting securities of Acquirer or any of its subsidiaries or conveying the right to acquire or vote securities of Acquirer or any of its subsidiaries, or any ownership of any of the assets or businesses of Acquirer or any of its subsidiaries, or any rights or options to acquire any such ownership (including from a third party);

(b) make, or in any way participate in, any "solicitation" (as such terms is defined in Rule 14a- 1 under the Exchange Act, including any otherwise exempt solicitation pursuant to Rule 14a-2(b) under the Exchange Act) to vote or seek to advise or influence in any manner whatsoever any Person with respect to the voting of any securities of Acquirer or any of its subsidiaries;

(c) form, join, or in any way participate in a "group" (within the meaning of Section 13(d)(3) of the Exchange Act) with respect to any voting securities of Acquirer or any of its subsidiaries, other than any "group" to which it already belongs as of the date of this Agreement;

(d) arrange, or in any way participate in, any financing for the purchase of any voting securities or securities convertible or exchangeable into or exercisable for any voting securities or assets of Acquirer or any of its subsidiaries;

(e) propose, alone or with others, to Acquirer or any of its stockholders any merger, business combination, tender or exchange offer, restructuring, recapitalization, liquidation of or other transaction with or involving Acquirer or any of its subsidiaries or otherwise act, whether alone or with others, to seek to control, change or influence the management, board of directors or policies of Acquirer, or nominate any person as a director of Acquirer, or propose any matter to be voted upon by the stockholders of Acquirer;

(f) solicit or provide any material non-public information to any Person with respect to a merger, business combination, tender or exchange offer, restructuring, recapitalization, liquidation of or other transaction with or involving Acquirer or any of its subsidiaries or any other acquisition of Acquirer or any of its subsidiaries, any acquisition of voting securities of or all or any portion of the assets of Acquirer or any of its subsidiaries, or any other similar transaction;

(g) advise, assist or knowingly encourage any other Person in connection with any of the foregoing;

(h) enter into any discussions, negotiations, arrangements or understandings with any third party with respect to, any of the foregoing, or announce an intention to do so;

(i) take any action that would reasonably be expected to require Acquirer to make a public announcement regarding any of the types of matters set forth in this Section 7; or

(j) disclose any intention, plan or arrangement inconsistent with the foregoing.

Notwithstanding anything to the contrary in this Section 7, nothing shall prevent a private communication to the Acquirer Board or Acquirer's chief executive officer which does not require public disclosure by Acquirer (whether under applicable law or under the rules of its securities exchange, but other than in a proxy statement or Schedule 14d-9 with respect to a Transaction following execution of a definitive agreement between the Parties).

8. Registration Rights.

(a) Acquirer agrees that, as soon as practicable, but in no event later than thirty (30) calendar days after the Closing Date (the "***Filing Date***"), Acquirer will file with the SEC (at Acquirer's sole cost and expense) a registration statement registering the resale of the Registrable Securities (as defined below) held by the Holders (as defined below) from time to time as permitted by Rule 415 under the Securities Act (or any successor or similar provision adopted by the SEC then in effect) (the "***Initial Shelf***" and any registration statement that covers the Registrable Securities pursuant to the provisions of this Agreement, including the prospectus included in such registration statement, amendments (including post-effective amendments) and supplements to such registration statement, and all exhibits to and all material incorporated by reference in such registration statement, a "***Registration Statement***"), and Acquirer shall use its commercially reasonable efforts to cause the Initial Shelf to be declared effective as soon as practicable after the filing thereof, but no later than the earlier of (i) the 60th calendar day (or 90th calendar day if the SEC notifies Acquirer that it will "review" the Initial Shelf) following the Closing and (ii) the fifth (5th) Business Day after the date Acquirer is notified (orally or in writing, whichever is earlier) by the SEC that the Initial Shelf will not be "reviewed" or will not be subject to further review (such earlier date, the "***Effectiveness Date***"); provided that if the SEC is closed for operations due to a government shutdown or otherwise, the Effectiveness Date shall be extended by the same amount of days that the SEC remains closed for operations. Without limiting the foregoing, as soon as practicable, but in no event later than three
(3) Business Days, following the resolution or clearance of all SEC comments or, if applicable, following notification by the SEC that the Initial Shelf or any amendment thereto will not be subject to review, Acquirer shall file a request for acceleration of effectiveness of such Registration Statement (to the extent required, by declaration or ordering of effectiveness, of such Registration Statement or amendment thereto by the SEC) to a time and date not later than two (2) Business Days after the submission of such request. The Initial Shelf filed with the SEC pursuant shall be on Form S-1 or such other form of registration statement as is then available to effect a registration for resale of the Registrable Securities, provided, that Acquirer shall file, within thirty (30) days of such time as Form S-3 is available for the Initial Shelf, a post- effective amendment to the Initial Shelf then in effect, or otherwise file a Registration Statement on Form S-3, registering the Registrable Securities held by the Holders for resale on Form S-3 (provided that Acquirer shall use commercially reasonable efforts to maintain the effectiveness of the Initial Shelf then in effect until such time as a Registration Statement (or post-effective amendment) on Form S-3 covering such Registrable Securities has been declared effective by the SEC). Notwithstanding anything else in this Agreement, Acquirer's obligations to include the applicable Registrable Securities of a Holder in a Registration Statement are contingent upon such Holder furnishing in writing to Acquirer such information regarding such Holder, the securities of Acquirer held by such Holder, the intended method of disposition of the applicable Registrable Securities and such other information as shall be reasonably requested by Acquirer to effect the registration of the applicable Registrable Securities on or prior to the third (3rd) Business Day prior to the first anticipated filing date of such Registration Statement, provided that the request by Acquirer shall be made not less than ten (10) Business Days prior to the first anticipated filing date of such Registration Statement. The Holders shall execute such documents in connection with such registration as Acquirer may reasonably request that are customary of a selling stockholder in similar situations; provided that under no circumstances shall a Holder be required to sign any type of additional lock-up agreement. Any failure by Acquirer to file the Initial Shelf by the Filing Date or for the Initial Shelf to be declared effective by the Effectiveness Date shall not otherwise relieve Acquirer of its obligations to file or effect the Initial Shelf as set forth above in this Section 8(a). In no event shall a Holder be identified

as a statutory underwriter in a Registration Statement unless requested by the SEC; provided that, if the SEC requests that a Holder be identified as a statutory underwriter in a Registration Statement, such Holder will have an option, in its sole and absolute discretion, to withdraw the applicable Registrable Securities from such Registration Statement. Notwithstanding the foregoing, if the SEC prevents Acquirer from including any or all of the shares proposed to be registered under any single Registration Statement filed pursuant to this Section 8(a) due to limitations on the use of Rule 415 of the Securities Act for the resale of the applicable Registrable Securities by the applicable stockholders or otherwise, Acquirer agrees to promptly (i) inform each of the Holders thereof and use its commercially reasonable efforts to file amendments to such Registration Statement as required by the SEC and (ii) as soon as practicable but in no event later than the twentieth (20th) calendar day following the first date on which such Registrable Securities may then be included in a registration statement, file an additional Registration Statement (a "***New Registration Statement***"), on Form S-3, or if Form S-3 is not then available to Acquirer for such Registration Statement, on such other form available to register for resale the Registrable Securities held by the Holders as a secondary offering; provided, however, that prior to filing such amendment or New Registration Statement, Acquirer shall be obligated to use its commercially reasonable efforts to advocate with the SEC for the registration of all of the Registrable Securities in accordance with any publicly-available written or oral guidance, comments, requirements or requests of the SEC staff (the "***SEC Guidance***"), including without limitation, the Manual of Publicly Available Telephone Interpretations
D.29. The Holders shall have the right to participate or have their respective legal counsel participate in any meetings or discussions with the SEC regarding the SEC's position and to comment or have their respective counsel comment on any written submission made to the SEC with respect thereto. No such written submission shall be made to the SEC to which any such Holder's counsel reasonably objects. Notwithstanding any other provision of this Agreement, if any SEC Guidance sets forth a limitation of the number of Registrable Securities permitted to be registered on a particular Registration Statement as a secondary offering, unless otherwise directed in writing by a Holder as to its Registrable Securities directing the inclusion of less than such Holder's pro rata amount, the number of Registrable Securities to be registered on such Registration Statement will be reduced on a pro rata basis based on the total number of Registrable Securities held by the Holders. Acquirer will use its commercially reasonable efforts to cause the Initial Shelf to remain effective, and to be supplemented and amended to the extent necessary to ensure that the Initial Shelf is available or, if not available, that another Registration Statement is available at all times, for the public resale of all the Registrable Securities held by the Holders until all such Registrable Securities have ceased to be Registrable Securities. Acquirer will provide all customary and commercially reasonable cooperation necessary to enable the Holders to resell Registrable Securities pursuant to a Registration Statement or Rule 144 under the Securities Act ("***Rule 144***"), as applicable, qualify the Registrable Securities for listing on the primary stock exchange on which the Acquirer Stock is then listed, update or amend a Registration Statement as necessary to include Registrable Securities and provide customary notice to holders of Registrable Securities. "***Holders***" shall mean (i) the undersigned, (ii) [Seller][any 5% Insider (as defined below)] [3] that is entering into a separate shareholder agreement with Acquirer on the date hereof with registration rights that are substantially similar to the registration rights set forth in this Section 8 (an "***Other Shareholder Agreement***") and (iii) any 5% Insider who hereafter becomes a party to this Agreement or such Other Shareholder Agreement pursuant to Section 8(r) hereof or the corresponding section of such Other Shareholder Agreement, as applicable. "***Registrable Securities***" shall mean, as of any date of determination, (a) the Lock-Up Shares held by the undersigned, (b) the Lock- Up Shares held by any other Holder, and (c) any other equity security of Acquirer issued or issuable with respect to the Lock-Up Shares referred to in clause (a) or (b) by way of share split, dividend, distribution, recapitalization, merger, exchange, replacement or similar event or otherwise. As to any particular Registrable Securities, once issued, such securities shall cease to be Registrable Securities at the earliest of:
(A) when a Registration Statement with respect to the sale of such securities shall have become effective

[3] Bracketed alternative language to be included for either OPKO or OPKO stockholders, as applicable.

under the Securities Act and such securities shall have been sold, transferred, disposed of or exchanged in accordance with such Registration Statement; (B) the date all Registrable Securities held by such Holder may be sold without restriction under Rule 144, including without limitation, any volume and manner of sale restrictions which may be applicable to Affiliates under Rule 144, and without the requirement for Acquirer to be in compliance with the current public information required under Rule 144; (C) such securities have been otherwise transferred, new certificates for such securities not bearing a legend restricting further transfer shall have been delivered by Acquirer and subsequent public distribution of such securities shall not require registration under the Securities Act; or (D) such securities have been sold to, or through, a broker, dealer or underwriter in a public distribution or other public securities transaction.

(b) At any time and from time to time following the effectiveness of the Initial Shelf and following the expiration of any applicable Lock-up Period, any Holder may request to sell all or a portion of its Registrable Securities in a underwritten offering that is registered pursuant to a shelf registration statement under the Securities Act on Form S-3 pursuant to Rule 415, including by way of an underwritten offering, block sale or other distribution plan (a "***Shelf Underwritten Offering***"); provided that such Holder(s) reasonably expects to sell Registrable Securities yielding aggregate gross proceeds in excess of $50,000,000 from such Shelf Underwritten Offering (such amount of Registrable Securities, the "***Minimum Amount***"). All requests for a Shelf Underwritten Offering shall be made by giving written notice to Acquirer (the "***Shelf Take Down Notice***"). Each Shelf Take Down Notice shall specify the approximate number of Registrable Securities proposed to be sold in the Shelf Underwritten Offering and the expected price range (net of underwriting discounts and commissions) of such Shelf Underwritten Offering. Acquirer shall, subject to Section 8(c) (the "***MNPI Provisions***"), give written notice of such requested Shelf Underwritten Offering to all other Holders of Registrable Securities (the "***Company Shelf Takedown Notice***") and, subject to the provisions of Section 8(e), shall include in such Shelf Underwritten Offering all Registrable Securities with respect to which Acquirer has received written requests for inclusion therein, within five (5) calendar days after sending the Company Shelf Takedown Notice. Acquirer shall enter into an underwriting agreement in a form as is customary in underwritten offerings of securities by the Company with the managing underwriter or underwriters selected by the Holders holding a majority-in-interest of the Registrable Securities to be included in such Shelf Underwritten Offering after consultation with, and approval (which shall not be unreasonably withheld, conditioned or delayed) by, Acquirer and shall take all such other reasonable actions as are requested by the managing underwriter or underwriters in order to expedite or facilitate the disposition of such Registrable Securities; provided, that, notwithstanding the foregoing, the selection of one lead Bookrunner in such Shelf Underwritten Offering shall be in the sole discretion of Acquirer (such discretion to be exercised reasonably) to the extent Section 2 is applicable. In connection with any Shelf Underwritten Offering contemplated by this Section 8(b), subject to Section 8(l) and Section 8(p), the underwriting agreement into which each Holder and Acquirer shall enter shall contain such representations, covenants, indemnities and other rights and obligations of Acquirer and the selling stockholders as are customary in underwritten offerings of securities by Acquirer. The Holders may demand not more than two (2) Shelf Underwritten Offerings pursuant to this Section 8(b) in any 12-month period. At least ten (10) Business Days prior to the first anticipated filing date of a Registration Statement pursuant to Sections 8(a), 8(b), 8(d) and 8(g), Acquirer shall use reasonable efforts to notify each Holder in writing (which may be by email) of the information reasonably necessary about the Holder to include such Holder's Registrable Securities in such Registration Statement.

(c) Notwithstanding anything in this Agreement or any Other Shareholder Agreement to the contrary, Acquirer will not provide any material, nonpublic information to any Holder without the prior written consent of such Holder, and in the event that Acquirer believes that a notice or communication required by this Agreement or any Other Shareholder Agreement to be delivered to any Holder contains material, nonpublic information relating to Acquirer, its securities, any of its Affiliates or any other Person, Acquirer shall so indicate to such Holder prior to delivery of such notice or communication, and such indication shall provide such Holder the means to refuse to receive such notice or communication. No

Holder nor any of its Affiliates or representatives shall have any duty of trust or confidence with respect to, or obligation not to trade in any securities while aware of, any material, nonpublic information provided to such Holder, Affiliate or representative in violation of this Section 8(c). Notwithstanding the foregoing, to the extent Acquirer reasonably and in good faith determines that it is necessary to disclose material non- public information to a Holder in order to comply with its obligations hereunder (a "***Necessary Disclosure***"), Acquirer shall inform counsel to such Holder to the extent such counsel has been identified in writing to Acquirer in advance of such determination without disclosing the applicable material non- public information, and Acquirer and such counsel on behalf of the applicable Holder shall endeavor to agree upon a process for making such Necessary Disclosure to the applicable Holder or its representatives that is mutually acceptable to such Holder and Acquirer (an "***Agreed Disclosure Process***"). Thereafter, Acquirer shall be permitted to make such Necessary Disclosure (only) in accordance with the Agreed Disclosure Process.

(d) Subject to the provisions of Section 8(f) and Section 8(m) hereof, and provided that Acquirer does not have an effective Registration Statement pursuant to Section 8(a) outstanding covering all of the Registrable Securities held by the Holders, following the expiration of any applicable Lock-up Period, Holders of at least a majority in interest of the then-outstanding number of Registrable Securities held by the Holders (a "***Demanding Holder***") may make a written demand for registration of all or part of their Registrable Securities, which written demand shall describe the amount and type of securities to be included in such registration and the intended method(s) of distribution thereof (such written demand a "***Demand Registration***"). Subject to the MNPI Provisions, Acquirer shall, within five (5) calendar days of Acquirer's receipt of the Demand Registration, notify, in writing all other Holders of Registrable Securities of such demand, and each Holder of Registrable Securities who thereafter wishes to include all or a portion of such Holder's Registrable Securities in a registration pursuant to a Demand Registration (each such Holder that includes all or a portion of such Holder's Registrable Securities in such registration, a "***Requesting Holder***") shall so notify Acquirer, in writing, within five (5) calendar days after the receipt by the Holder of the notice from Acquirer. Upon receipt by Acquirer of any such written notification from a Requesting Holder(s) to Acquirer, subject to Section 8(e) below, such Requesting Holder(s) shall be entitled to have their Registrable Securities included in a Registration Statement pursuant to a Demand Registration and Acquirer shall effect, as soon thereafter as practicable, but not more than sixty (60) calendar days immediately after Acquirer's receipt of the Demand Registration, the registration of all Registrable Securities requested by the Demanding Holders and Requesting Holders pursuant to such Demand Registration. Under no circumstances shall Acquirer be obligated to effect more than an aggregate of three
(3) registrations pursuant to a Demand Registration by the Holders under this Section 8(d) with respect to any or all Registrable Securities. Notwithstanding the foregoing, (i) Acquirer shall not be required to give effect to a Demand Registration from a Demanding Holder if Acquirer has registered Registrable Securities pursuant to a Demand Registration (which has become effective) from such Demanding Holder in the preceding one hundred and twenty (120) days, and (ii) Acquirer's obligations with respect to any Demand Registration shall be deemed satisfied so long as the Registration Statement filed pursuant to Section 8(a) includes all of such Demanding Holder's Registrable Securities and is effective. Subject to the provisions of Sections 8(e) and Section 8(m) hereof, if a majority-in-interest of the Demanding Holders so advise Acquirer as part of their Demand Registration that the offering of the Registrable Securities pursuant to such Demand Registration shall be in the form of an underwritten offering, then the right of such Demanding Holder or Requesting Holder (if any) to include its Registrable Securities in such registration shall be conditioned upon such Holder's participation in such underwritten offering and the inclusion of such Holder's Registrable Securities in such underwritten offering to the extent provided herein. All such Holders proposing to distribute their Registrable Securities through an underwritten offering under this Section 8(d), subject to Section 8(l) and Section 8(p), shall enter into an underwriting agreement in customary form with Acquirer and the underwriter(s) selected for such underwritten offering by a majority- in-interest of the Demanding Holders initiating the Demand Registration after consultation with, and approval by, Acquirer (which shall not be unreasonably withheld, conditioned or delayed); provided, that,

notwithstanding the foregoing, the selection of one lead Bookrunner in such underwritten offering shall be in the sole discretion of Acquirer (such discretion to be exercised reasonably) to the extent Section 2 is applicable.

(e) If a Demand Registration is to be an underwritten offering and the managing underwriter or underwriters, in good faith, advises Acquirer, the Demanding Holders and the Requesting Holders (if any) in writing that, in its opinion, the dollar amount or number of Registrable Securities that the Demanding Holders and the Requesting Holders (if any) desire to sell, taken together with all other Acquirer Stock or other equity securities that Acquirer desires to sell for its own account and the Acquirer Stock, if any, as to which a registration has been requested pursuant to separate written contractual piggy-back registration rights held by any other stockholders of Acquirer who desire to sell, exceeds the maximum dollar amount or maximum number of equity securities that can be sold in such underwritten offering without adversely affecting the proposed offering price, the timing, the distribution method, or the probability of success of such offering (such maximum dollar amount or maximum number of such securities, as applicable, the "***Maximum Number of Securities***"), then Acquirer shall include in such underwritten offering, as follows:

(i) first, the Registrable Securities of the Demanding Holders and the Requesting Holders (if any) (pro rata based on the respective number of Registrable Securities held by each Demanding Holder and Requesting Holder (if any) and the aggregate number of Registrable Securities held by the Demanding Holders and Requesting Holders) that can be sold without exceeding the Maximum Number of Securities;

(ii) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (i), the Acquirer Stock of holders exercising their piggy-back registration rights pursuant to Section 2.3 of that certain Amended and Restated Registration Rights Agreement, dated as of July 22, 2021, by and among Acquirer and the other parties thereto (the "***July 2021 Registration Rights Agreement***"), which can be sold without exceeding the Maximum Number of Securities;

(iii) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i) and (ii), the Acquirer Stock or other equity securities that Acquirer desires to sell for its own account, which can be sold without exceeding the Maximum Number of Securities;

(iv) fourth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i), (ii) and (iii), the Registrable Securities of Holders (pro rata, based on the respective number of Registrable Securities held by each Holder) exercising their rights to register their Registrable Securities pursuant to Section 8(g) hereof, without exceeding the Maximum Number of Securities; and

(v) fifth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i), (ii), (iii) and (iv), the Acquirer Stock or other equity securities of other Persons or entities that Acquirer is obligated to register in a registration pursuant to separate written contractual arrangements with such Persons and that can be sold without exceeding the Maximum Number of Securities.

(f) A Demanding Holder or a Requesting Holder shall have the right to withdraw all or a portion of its Registrable Securities included in a Demand Registration pursuant to Section 8(d) or a Shelf Underwritten Offering pursuant to Section 8(b) for any or no reason whatsoever upon written notification to Acquirer and the underwriter or underwriters (if any) of its intention to so withdraw (a) in the case of a Demand Registration not involving an underwritten offering, one (1) Business Day prior to the effectiveness

of the applicable Registration Statement or (b) in the case of any Demand Registration involving an underwritten offering or any Shelf Underwritten Offering, prior to the pricing of such underwritten offering or Shelf Underwritten Offering; provided, however, that upon withdrawal by a majority-in-interest of the Demanding Holders initiating a Demand Registration (or in the case of a Shelf Underwritten Offering, withdrawal of an amount of Registrable Securities included by the Holders in such Shelf Underwritten Offering, in their capacity as Demanding Holders, being less than the Minimum Amount), Acquirer shall cease all efforts to secure effectiveness of the applicable Registration Statement or complete the underwritten offering, as applicable. For the avoidance of doubt, any Demand Registration withdrawn pursuant to this Section 8(f) shall be counted toward the aggregate number of Demand Registrations Acquirer is obligated to effect pursuant to Section 8(d) unless (A)(1) the Demanding Holders reimburse Acquirer for all of its out-of-pocket costs and expenses incurred in connection with any such withdrawn Demand Registration incurred through the date of such withdrawal and (2) such revocation or withdrawal shall have been made prior to the commencement of any marketing efforts or "road shows" by Acquirer or the underwriters in connection with such Demand Registration, or (B) such withdrawal or revocation occurs following the issuance by Acquirer of a Suspension Notice (as defined below). Notwithstanding anything to the contrary in this Agreement or any Other Shareholder Agreement, Acquirer shall be responsible for the Registration Expenses (as defined below) incurred by it in connection with a registration pursuant to a Demand Registration or a Shelf Underwritten Offering prior to its withdrawal under this Section 8(f).

(g) If Acquirer proposes to file a registration statement under the Securities Act with respect to an offering of equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into equity securities, for its own account or for the account of stockholders of Acquirer (or by Acquirer and by the stockholders of Acquirer including, without limitation, pursuant to Section 8(d) hereof), other than a registration statement (a) filed in connection with any employee stock option or other benefit plan, (b) for an exchange offer or offering of securities solely to Acquirer's existing stockholders, (c) for an offering solely of debt that is convertible into equity securities of Acquirer, (d) for a dividend reinvestment plan, (e) for any issuances of securities in connection with a transaction involving a merger, consolidation, sale, exchange, issuance, transfer, reorganization or other extraordinary transaction between Acquirer or any of its Affiliates and any third party, or (f) filed pursuant to Section 8(a), then, subject to the MNPI Provisions, Acquirer shall give written notice of such proposed filing to all of the Holders of Registrable Securities as soon as practicable but not less than twenty (20) calendar days before the anticipated filing date of such registration statement, which notice shall (i) describe the amount and type of securities to be included in such offering, the intended method(s) of distribution (including whether such registration will be pursuant to a shelf registration statement), and the proposed price and name of the proposed managing underwriter or underwriters, if any, in such offering, (ii) describe such Holders' rights under this Section 8(g), and (iii) offer to all of the Holders of Registrable Securities the opportunity to register the sale of such number of Registrable Securities as such Holders may request in writing within five (5) calendar days after receipt of such written notice (such registration, a "***Piggyback Registration***"). Acquirer shall, in good faith, cause such Registrable Securities identified in a Holder's response noticed described in the foregoing sentence to be included in such Piggyback Registration and shall use its commercially reasonable efforts to cause the managing underwriter or underwriters of a proposed underwritten offering, if any, to permit the Registrable Securities requested by the Holders pursuant to this Section 8(g) to be included in a Piggyback Registration on the same terms and conditions as any similar securities of Acquirer or the Acquirer stockholder(s) for whose account the registration statement is to be filed included in such registration and to permit the sale or other disposition of such Registrable Securities in accordance with the intended method(s) of distribution thereof. All such Holders proposing to distribute their Registrable Securities through an underwritten offering under this Section 8(g), subject to Section 8(l) and Section 8(p), shall enter into an underwriting agreement in customary form with the underwriter(s) selected for such underwritten offering by Acquirer. For purposes of clarity, any registration effected pursuant to Section 8(g) hereof shall not be counted as a registration pursuant to a Demand Registration effected under Section 8(d) hereof or a Shelf Underwritten Offering effected under Section 8(b). Any

Holder of Registrable Securities shall have the right to withdraw all or any portion of its Registrable Securities in a Piggyback Registration for any or no reason whatsoever upon written notification to Acquirer and the underwriter or underwriters (if any) of his, her or its intention to withdraw such Registrable Securities from such Piggyback Registration (a) in the case of a Piggyback Registration not involving an underwritten offering or Shelf Underwritten Offering, one (1) Business Day prior to the effectiveness of the applicable Registration Statement or (b) in the case of any Piggyback Registration involving an underwritten offering or any Shelf Underwritten Offering, two (2) Business Days prior to the pricing of such underwritten offering or Shelf Underwritten Offering. Acquirer (whether on its own good-faith determination or as the result of a request for withdrawal by Persons pursuant to separate written contractual obligations) may withdraw a Registration Statement filed with the SEC in connection with a Piggyback Registration at any time prior to the effectiveness of such Registration Statement.

(h) If the managing underwriter or underwriters in an underwritten registration that is to be a Piggyback Registration, in good faith, advises Acquirer and the Holders of Registrable Securities participating in the Piggyback Registration in writing that, in its opinion, the dollar amount or number of the Acquirer Stock that Acquirer desires to sell, taken together with (a) the Acquirer Stock, if any, as to which registration has been demanded pursuant to separate written contractual arrangements with Persons or entities other than the Holders of Registrable Securities hereunder, (b) the Registrable Securities as to which registration has been requested pursuant to Section 8(g) hereof, and (c) the Acquirer Stock, if any, as to which registration has been requested pursuant to separate written contractual piggy-back registration rights of other stockholders of Acquirer, exceeds the Maximum Number of Securities, then:

(i) if the registration is undertaken for Acquirer's account, Acquirer shall include in any such registration (a) first, the Acquirer Stock or other equity securities that Acquirer desires to sell, which can be sold without exceeding the Maximum Number of Securities; (b) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (a), the Acquirer Stock of holders exercising their piggy-back registration rights pursuant to Section
2.3 of the July 2021 Registration Rights Agreement, which can be sold without exceeding the Maximum Number of Securities; (c) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (a) and (b), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to Section 8(g) hereof (pro rata, based on the respective number of Registrable Securities held by each Holder), which can be sold without exceeding the Maximum Number of Securities and (d) fourth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (a),(b) and (c), the Acquirer Stock, if any, as to which registration has been requested pursuant to any other written contractual piggy-back registration rights of other stockholders of Acquirer, which can be sold without exceeding the Maximum Number of Securities; and

(ii) if the registration is pursuant to a request by Persons or entities other than the Holders of Registrable Securities, then Acquirer shall include in any such registration (a) first, the Acquirer Stock or other equity securities, if any, of such requesting Persons or entities, other than the Holders of Registrable Securities, which can be sold without exceeding the Maximum Number of Securities; (b) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (a), the Acquirer Stock of holders exercising their piggy-back registration rights pursuant to Section 2.3 of the July 2021 Registration Rights Agreement, which can be sold without exceeding the Maximum Number of Securities; (c) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (a) and (b), the Acquirer Stock or other equity securities that Acquirer desires to sell for its own account, which can be sold without exceeding the Maximum Number of Securities; (d) fourth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (a), (b) and (c), the Registrable Securities of Holders exercising their rights to register their Registrable

Securities pursuant to Section 8(g) hereof (pro rata, based on the respective number of Registrable Securities held by each Holder), which can be sold without exceeding the Maximum Number of Securities; and (e) fifth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (a), (b), (c) and (d), the Acquirer Stock or other equity securities for the account of other Persons or entities that Acquirer is obligated to register pursuant to other separate written contractual arrangements with such Persons or entities, which can be sold without exceeding the Maximum Number of Securities.

(i) Notwithstanding any other provision of this Agreement, but subject to the restrictions set forth in Section 1 or Section 2 of this Agreement and subject to Section 8(m), if a Demanding Holder desires to effect an offering or sale of Registrable Securities by any Holder on a block trade or underwritten basis (whether firm commitment or otherwise) effected pursuant to a Registration Statement without substantial marketing efforts prior to pricing, including, without limitation, a same day trade, overnight trade or similar transaction (a "***Block Trade***") (x) with a total offering price reasonably expected to exceed the Minimum Amount or (y) including all remaining Registrable Securities held by the Demanding Holder, then notwithstanding the time periods provided for in Section 8(b), such Demanding Holder shall notify Acquirer of the Block Trade at least five (5) Business Days prior to the day such offering is to commence and Acquirer shall as expeditiously as possible use its commercially reasonable efforts to facilitate such Block Trade; provided that the Demanding Holders wishing to engage in the Block Trade shall use commercially reasonable efforts to work with Acquirer and any underwriters or placement agents or sales agents prior to making such request in order to facilitate preparation of the registration statement, prospectus and other offering documentation related to the Block Trade. Prior to the filing of the applicable "red herring" prospectus or prospectus supplement used in connection with a Block Trade, any Demanding Holders shall have the right to submit a withdrawal notice to Acquirer and the underwriter or underwriters or placement agents or sales agents (if any) of their intention to withdraw from such Block Trade.

(j) In the case of the registration, qualification, exemption or compliance effected by Acquirer pursuant to this Agreement, Acquirer shall, upon reasonable request, inform the Holders as to the status of such registration, qualification, exemption and compliance. At its expense Acquirer shall:

(i) except for such times as Acquirer is permitted hereunder to suspend the use of the prospectus forming part of a Registration Statement or as otherwise provided in this Section 8, use its commercially reasonable efforts to keep such registration, and any qualification, exemption or compliance under state securities laws which Acquirer determines to obtain, continuously effective with respect to the Holders, and to keep the applicable Registration Statement or any subsequent shelf registration statement free of any material misstatements or omissions, until all Registrable Securities covered by such Registration Statement have been sold;

(ii) prepare and file with the SEC such amendments and post-effective amendments to the Registration Statement, and such supplements to the Prospectus, as may be reasonably requested by a majority in interest of the applicable Holders of Registrable Securities registered on such Registration Statement or any underwriter of Registrable Securities or as may be required by the rules, regulations or instructions applicable to the registration form used by the SEC or by the Securities Act or rules and regulations thereunder to keep the Registration Statement effective until all Registrable Securities covered by such Registration Statement are sold in accordance with the intended plan of distribution set forth in such Registration Statement or supplement to the prospectus;

(iii) advise the Holders, as promptly as practicable but in any event, within two
(2) Business Days:

(1) when a Registration Statement or any amendment thereto has been filed with the SEC and when such Registration Statement or any post-effective amendment thereto has become effective;

(2) of the issuance by the SEC of any stop order suspending the effectiveness of any Registration Statement or the initiation of any proceedings for such purpose;

(3) of the receipt by Acquirer of any notification with respect to the suspension of the qualification of the Registrable Securities included therein for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and

(4) subject to the provisions in this Agreement, of the occurrence of any event that requires the making of any changes in any Registration Statement or prospectus included therein so that, as of such date, the statements therein are not misleading and do not omit to state a material fact required to be stated therein or necessary to make the statements therein (and in the case of a prospectus, in the light of the circumstances under which they were made) not misleading;

(iv) use its commercially reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of any Registration Statement as soon as reasonably practicable;

(v) upon the occurrence of any event contemplated in Section 8(j)(ii)(4), except for such times as Acquirer is permitted hereunder to suspend, and has suspended, the use of a prospectus forming part of a Registration Statement, Acquirer shall use its commercially reasonable efforts to as soon as reasonably practicable prepare a post-effective amendment to such Registration Statement or a supplement to the related prospectus, or file any other required document so that, as thereafter delivered to purchasers of the Registrable Securities included therein, such prospectus will not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(vi) use its commercially reasonable efforts to (1) register or qualify the Registrable Securities covered by any Registration Statement under such securities or "blue sky" laws of such jurisdictions in the United States as the Holders of Registrable Securities included in such Registration Statement (in light of their intended plan of distribution) may request and to keep such registration or qualification in effect for so long as such Registration Statement remains in effect and (2) take such action necessary to cause such Registrable Securities covered by a Registration Statement to be registered with or approved by such other governmental authorities or securities exchanges, including the applicable Nasdaq Stock Market or such other primary securities exchange or market, if any, on which the Acquirer Stock has been listed no later than the effective date of the applicable Registration Statement on which such Registrable Securities are registered;

(vii) use its commercially reasonable efforts to take all other steps reasonably necessary to effect the registration of the Lock-Up Shares contemplated hereby and, for so long as the undersigned holds Lock-Up Shares, to enable the undersigned to sell the Lock-Up Shares under Rule 144;

(viii) provide a transfer agent and registrar for all such Registrable Securities no later than the effective date of any Registration Statement;

(ix) at least five (5) Business Days (or, in the case of a Block Trade, at least one (1) calendar day) prior to the filing of any Registration Statement or prospectus or any amendment or supplement to such Registration Statement or prospectus, furnish a copy thereof to each seller of

such Registrable Securities or its counsel, including, without limitation, providing, upon request of a Holder, copies promptly upon receipt of any comment letters received with respect to any such Registration Statement or prospectus;

(x) permit a representative of a majority-in-interest of the Holders, the underwriters, if any, and any attorney or accountant retained by such Holders or underwriter to participate, at each such Person's own expense, in the preparation of any Registration Statement and cause Acquirer's officers, directors and employees to supply all information reasonably requested by any such representative, underwriter, attorney or accountant in connection with the registration; provided, however, that, if requested by Acquirer, such representatives or underwriters shall be required to enter into a confidentiality agreement, in form and substance reasonably satisfactory to Acquirer, prior to the release or disclosure of any such information;

(xi) obtain a "cold comfort" letter (including a bring-down letter dated as of the date the Registrable Securities are delivered for sale pursuant to such registration) from Acquirer's independent registered public accountants in the event of an underwritten offering that the participating Holders may rely on, in customary form and covering such matters of the type customarily covered by "comfort" letters as the managing underwriter may reasonably request, and reasonably satisfactory to a majority-in-interest of the participating Holders and any underwriter;

(xii) on the date the Registrable Securities are delivered for sale pursuant to a registration, obtain an opinion and negative assurance letter, dated such date, of counsel representing Acquirer for the purposes of such registration, addressed to the Holders, the placement agent or sales agent, if any, and the underwriters, if any, covering such legal matters with respect to the registration in respect of which such opinion is being given as the Holders, placement agent, sales agent, or underwriter may reasonably request and as are customarily included in such opinions and negative assurance letters, and reasonably satisfactory to a majority in interest of the participating Holders and any underwriter;

(xiii) in the event of any underwritten offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the managing underwriter of such offering;

(xiv) otherwise use its commercially reasonable efforts to comply with all applicable rules and regulations of the SEC, and to make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve (12) months, beginning with the first day of Acquirer's first full calendar quarter after the effective date of the Registration Statement which satisfies the provisions of Section 11(a) of the Securities Act and the rules and regulations thereunder, including Rule 158 thereunder (or any successor rule promulgated thereafter by the SEC);

(xv) if the registration involves the registration of Registrable Securities involving gross proceeds in excess of $50,000,000, use its reasonable efforts to make available senior executives of Acquirer to participate in customary "road show" presentations that may be reasonably requested by a majority-in-interest of the participating Holders or the underwriter in any underwritten offering;

(xvi) cooperate with each Holder that holds Registrable Securities being offered and the underwriter in any underwritten offering with respect to an applicable Registration Statement, if any, to facilitate the timely (i) preparation and delivery of certificates (not bearing any restrictive legends) representing Registrable Securities that have been offered and sold pursuant to such Registration Statement, and enable such certificates to be registered in such names and in such

denominations or amounts, as the case may be, or (ii) crediting of the Registrable Securities that have been offered and sold pursuant to a Registration Statement to the applicable account (or accounts) with The Depository Trust Company ("***DTC***") through its Deposit/Withdrawal At Custodian ("***DWAC***") system, in any such case as such Holder or underwriter, if any, may reasonably request;

(xvii) for so long as this Agreement remains effective, use reasonable best effects to (a) cause the Acquirer Stock to be eligible for clearing through DTC, through its DWAC system; (b) be eligible and participating in the Direct Registration System (DRS) of DTC with respect to the Acquirer Stock; and (c) ensure that the transfer agent for the Acquirer Stock is a participant in, and that the Acquirer Stock is eligible for transfer pursuant to, DTC's Fast Automated Securities Transfer Program (or successor thereto);

(xviii)use its commercially reasonable efforts to make and keep public information available, as those terms are understood and defined in Rule 144, and, without limiting the foregoing, as long as any Holder shall own Registrable Securities (without taking into account the exclusion of the definition of such term contained in clause (iv) thereof), Acquirer, at all times while it shall be a reporting company under the Exchange Act, covenants to file timely all reports required to be filed by Acquirer after the Closing Date pursuant to Sections 13 or 15(d) of the Exchange Act and to promptly furnish the Holders with true and complete copies of all such filings upon request; and

(xix) otherwise, in good faith, cooperate reasonably with, and take such customary actions as may reasonably be requested by the Holders in connection with a registration.

(k) Except as otherwise provided herein, the Registration Expenses (as defined below) of all registrations pursuant to this Agreement shall be borne by Acquirer. It is acknowledged by the Holders that the Holders shall bear all incremental selling expenses relating to the sale of Registrable Securities, such as underwriters' commissions and discounts, brokerage fees and, other than as set forth in the definition of "Registration Expenses," all reasonable fees and expenses of any legal counsel representing the Holders except as otherwise provided herein. **"*Registration Expenses*"** shall mean the out-of-pocket expenses of a registration, including, without limitation, the following: (a) all registration, qualification and filing fees (including fees with respect to filings required to be made with the Financial Industry Regulatory Authority, Inc.) and any securities exchange on which the Acquirer Stock is then listed; (b) fees and expenses of compliance with securities or blue sky laws (including reasonable fees and disbursements of counsel for the underwriters in connection with blue sky qualifications of Registrable Securities); (c) printing, messenger, telephone and delivery expenses; (d) reasonable fees and disbursements of counsel for Acquirer;
(e) reasonable fees and disbursements of all independent registered public accountants of Acquirer incurred specifically in connection with such registration; and (f) reasonable fees and expenses of one (1) legal counsel selected by the Demanding Holders, not to exceed $75,000.

(l) No Person may participate in any underwritten offering for equity securities of Acquirer pursuant to a registration initiated by Acquirer hereunder unless such Person (a) agrees to sell such Person's securities on the basis provided in any underwriting arrangements approved by Acquirer and (b) completes and executes all customary questionnaires, powers of attorney, indemnities, lock-up agreements, underwriting agreements and other customary documents as may be reasonably required under the terms of such underwriting arrangements. In connection with any underwritten offering of equity securities of Acquirer (other than a Block Trade), each Holder participating in the underwritten offering pursuant to the terms of this Agreement agrees that it shall not transfer any shares of Acquirer Stock or other equity securities of Acquirer (other than those included in such offering pursuant to this Agreement), without the prior written consent of Acquirer, during the 90-day period beginning on the date of pricing of such offering or such shorter period during which Acquirer agrees not to conduct an underwritten primary offering of

Acquirer Stock, except in the event the underwriters managing the offering otherwise agree by written consent. Each Holder participating in the underwritten offering agrees to execute a customary lock-up agreement in favor of the underwriters to such effect (in each case on substantially the same terms and conditions as all such Holders). The immediately foregoing shall in no way limit the restrictions of undersigned's Lock-Up Shares pursuant to the applicable Lock-Up Period.

(m) If (a) during the period starting with the date sixty (60) days prior to Acquirer's good-faith estimate of the date of the filing of, and ending on a date one hundred and twenty (120) days after the effective date of, a Registration Statement in respect of an Acquirer initiated underwritten registration of its securities Acquirer receives a Demand Registration, and provided that Acquirer has delivered written notice to the Holders prior to receipt of a Demand Registration pursuant to Section 8(d) and it continues to actively employ, in good faith, all reasonable efforts to cause the applicable Acquirer-initiated registration statement to become effective, (b) the Holders have requested an underwritten registration and Acquirer and the Holders are unable to obtain the commitment of the underwriters to firmly underwrite the offer, or
(c) in the good faith judgment of the Acquirer Board such registration would be seriously detrimental to Acquirer and the Acquirer Board concludes as a result that it is essential to defer the filing of such Registration Statement at such time, then in each case, Acquirer shall furnish to such Holders a certificate signed by the Chairman of the Acquirer Board stating that in the good-faith judgment of the Acquirer Board it would be seriously detrimental to Acquirer for a Registration Statement with respect to such Demand Registration to be filed in the near future and that it is therefore essential to defer the filing of such Registration Statement, Acquirer shall have the right to defer such filing for a period of not more than sixty
(60) calendar days. For the avoidance of doubt, the foregoing ability to defer the filing of a Registration Statement shall not apply to Acquirer's obligation to file the Initial Shelf pursuant to Section 8(a). Notwithstanding anything to the contrary in this Agreement, Acquirer may, subject to the MNPI Provisions and upon prompt written notice (a "***Suspension Notice***") of such action to the Holders no later than three
(3) Business Days from the date of such Suspension Event (as defined below), delay the filing or postpone the effectiveness of the Registration Statement, and from time to time to require the Holders not to sell under the Registration Statement or to suspend the effectiveness thereof, if (i) such filing, effectiveness or sales would require the inclusion in such Registration Statement of financial statements that are unavailable to Acquirer for reasons beyond Acquirer's control or (ii) the negotiation or consummation of a transaction by Acquirer or its subsidiaries is pending or an event has occurred, which negotiation, consummation or event, the Acquirer Board reasonably believes would require additional disclosure by Acquirer in the Registration Statement of material information that Acquirer has a bona fide business purpose for keeping confidential and the non-disclosure of which in the Registration Statement would be expected, in the reasonable determination of the Acquirer Board would be expected to cause the Registration Statement to fail to comply with applicable disclosure requirements (each such circumstance, a "***Suspension Event***"); provided that Acquirer may not delay or suspend the Registration Statement on more than forty-five (45) consecutive calendar days, determined in good faith by the Acquirer Board to be necessary for such purpose; provided further that Acquirer shall not defer its obligations pursuant to this Section 8(m) more than twice during any twelve (12)-month period; provided further, that in no event shall Acquirer be entitled to delay or defer the filing or effectiveness of the Initial Shelf pursuant to this Section 8(m). Upon receipt of any Suspension Notice during the period that any Registration Statement is effective or if as a result of a Suspension Event any Registration Statement or related prospectus contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made (in the case of the prospectus) not misleading, the undersigned and each other Holder agrees that (i) it will immediately discontinue offers and sales of the Registrable Securities under such Registration Statement (excluding, for the avoidance of doubt, sales conducted pursuant to Rule 144) until such Holder receives copies of a supplemental or amended prospectus (which Acquirer agrees to promptly prepare) that corrects the misstatement(s) or omission(s) referred to above and receives notice that any post-effective amendment has become effective or unless otherwise notified by Acquirer that it may resume such offers and sales, provided, for the

avoidance of doubt, that the foregoing shall not restrict or otherwise affect the consummation of any sale pursuant to a contract entered into, or order placed, by any Holder prior to delivery of the Suspension Notice and (ii) it will maintain the confidentiality of any information included in such Suspension Notice unless otherwise required by law or subpoena. If so directed by Acquirer, each Holder will deliver to Acquirer or, in such Holder's sole discretion destroy, all copies of the prospectus covering the Registrable Securities in such Holder's possession; provided that this obligation to deliver or destroy all copies of the prospectus covering the Registrable Securities shall not apply (A) to the extent such Holder is required to retain a copy of such prospectus (1) in order to comply with applicable legal, regulatory, self-regulatory or professional requirements or (2) in accordance with a bona fide pre-existing document retention policy or (B) to copies stored electronically on archival servers as a result of automatic data back-up. Acquirer shall immediately notify the Holders of the expiration of any period during which it exercised its rights under this Section 8(m).

(n) A Holder may deliver written notice (an "***Opt-Out Notice***") to Acquirer requesting that such Holder not receive notices from Acquirer otherwise required by this Section 8; provided that Holder may later revoke any such Opt-Out Notice in writing. Following receipt of an Opt-Out Notice from a Holder (unless subsequently revoked), (i) Acquirer shall not deliver any such notices to such Holder and such Holder shall no longer be entitled to the rights associated with any such notice and (ii) each time prior to such Holder's intended use of an effective Registration Statement, such Holder will notify Acquirer in writing at least two (2) Business Days in advance of such intended use, and if a notice of a Suspension Event was previously delivered (or would have been delivered but for the provisions of this Section 8(n)) and the related suspension period remains in effect, Acquirer will so notify such Holder, within one (1) Business Day of such Holder's notification to Acquirer, by delivering to such Holder a copy of such Suspension Notice, and thereafter will provide such Holder with the related notice of the conclusion of such Suspension Event promptly following its availability.

(o) Other than with respect to any contractual restriction applicable to any Holder pursuant to this Agreement or any Other Shareholder Agreement, the stock certificates evidencing the Registrable Securities (and/or book entries representing the Registrable Securities) held by each Holder shall not contain or be subject to any legend restricting the transfer thereof (and the Registrable Securities shall not be subject to any stop transfer or similar instructions or notations): (A) while a Registration Statement covering the sale or resale of such securities is effective under the Securities Act, if such Holder provides paperwork to the effect that it has sold such securities and will distribute or transfer such securities pursuant to such Registration Statement and the plan of distribution set forth therein or Rule 144, or (B) if such Holder provides customary paperwork to the effect that it has sold such shares pursuant to Rule 144, or (C) if such Registrable Securities are eligible for sale under Rule 144 (including Rule 144(i)) as set forth in customary non-affiliate paperwork provided by such Holder and such non-affiliate Holder agrees to sell or transfer such Registrable Securities pursuant to Rule 144 or pursuant to a Registration Statement and the plan of distribution set forth therein or (D) if such legend is not required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the staff of the SEC) as determined in good faith by counsel to Acquirer or set forth in a legal opinion delivered by nationally recognized counsel to the Holder (collectively, the "***Unrestricted Conditions***"). Acquirer agrees that at such time as any of the Unrestricted Conditions is met or such legend is otherwise no longer required it will, no later than two (2) Business Days following the delivery by a Holder to Acquirer or Acquirer's transfer agent of a certificate representing any Registrable Securities, issued with a restrictive legend, (or, in the case of Registrable Securities represented by book entries, delivery by a Holder to Acquirer or Acquirer's transfer agent of a legend removal request) deliver or cause to be delivered to such Holder a certificate or, at the request of such Holder, deliver or cause to be delivered such Registrable Securities to such Holder by crediting the account of such Holder's prime broker with DTC through its DWAC system, in each case, free from all restrictive and other legends and stop transfer or similar instructions or notations. If any of the

Unrestricted Conditions is met at the time of issuance of any Registrable Securities, then such securities shall be issued free of all legends.

(p) Indemnification.

(i) Acquirer shall, notwithstanding the termination of this Agreement, indemnify and hold harmless, to the extent permitted by law, each Holder and its respective directors, officers, employees, agents, trustees, partners, members, managers, stockholders, investment advisors and sub-advisors, each Person who controls such Holder (within the meaning of the Securities Act or the Exchange Act) and each Affiliate of such Holder from and against any and all losses, claims, damages, liabilities, costs and expenses (including, without limitation, any reasonable attorneys' fees and expenses incurred in connection with defending or investigating any such action or claim) (collectively, "***Losses***") that arise out of or are caused by any untrue or alleged untrue statement of material fact contained in any Registration Statement (or incorporated by reference therein), prospectus included in any Registration Statement ("***Prospectus***") or preliminary Prospectus or any amendment thereof or supplement thereto or document incorporated by reference therein or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, except insofar as the same are caused by or contained in any information furnished in writing to Acquirer by or on behalf of such Holder expressly for use therein. Acquirer shall notify each Holder promptly of the institution, threat or assertion (to Acquirer's knowledge) of any proceeding arising from or in connection with a Registration Statement on which such Holder's Registrable Securities are registered; provided that the indemnification contained in this Section 8(p) shall not apply to amounts paid in settlement of any Losses if such settlement is effected without the consent of Acquirer (which consent shall not be unreasonably withheld, conditioned or delayed), nor shall Acquirer be liable for any Losses to the extent they arise out of or are based upon a violation which occurs in connection with any offers or sales effected by or on behalf of such Holder in violation of this Agreement.

(ii) In connection with any Registration Statement in which any Holder is participating, such Holder shall furnish to Acquirer in writing such information as Acquirer reasonably requests for use in connection with any such Registration Statement or Prospectus. In connection with any Registration Statement in which any Holder is participating, such Holder agrees to indemnify and hold harmless, to the extent permitted by law, Acquirer, its directors and officers and agents and employees and each Person or entity who controls Acquirer (within the meaning of Section 15 of the Securities Act) against any Losses, resulting from or arising out of any untrue or alleged untrue statement of material fact contained in the Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein in light of the circumstances under which they were made, not misleading, but only to the extent that such untrue statement or omission is contained (or not contained in the case of an omission) in and are based on any information or affidavit so furnished in writing by or on behalf of such Holder expressly for use therein; provided that in no event shall the aggregate liability of a Holder (including, for the avoidance of doubt, under Section 8(p)(v)) be greater in amount than the dollar amount of the net proceeds received by such Holder from the sale of its Registrable Securities pursuant to such Registration Statement giving rise to such indemnification obligation.

(iii) Any Person entitled to indemnification herein shall (A) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give prompt notice shall not impair any Person's right to indemnification hereunder to the extent such failure has not materially prejudiced the indemnifying party in defending such claim) and (B) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim. permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is

assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (which consent shall not be unreasonably withheld, conditioned or delayed). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel (plus local counsel) for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of legal counsel to any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim. No indemnifying party shall, without the consent of the indemnified party, consent to the entry of any judgment or enter into any settlement which cannot be settled in all respects by the payment of money (and such money is so paid by the indemnifying party pursuant to the terms of such settlement) or which settlement does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation or includes any admission as to fault or culpability or failure to act on the part of an indemnified party.

(iv) The indemnification provided under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director, employee, agent, affiliate or controlling Person of such indemnified party and shall survive the transfer of the Lock-Up Shares.

(v) If the indemnification provided under this Section 8(p) from the indemnifying party is unavailable or insufficient to hold harmless an indemnified party in respect of any Losses referred to herein, then the indemnifying party, in lieu of indemnifying the indemnified party, shall contribute to the amount paid or payable by the indemnified party as a result of such Losses in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified party, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, was made by (or not made by, in the case of an omission), or relates to information supplied by (or not supplied by, in the case of an omission), such indemnifying party or indemnified party, and the indemnifying party's and indemnified party's relative intent, knowledge, access to information and opportunity to correct or prevent such action and the benefits received by the such indemnifying party or indemnified party; provided, however, that the liability of any Holder under this Section 8(p)(v) shall be limited to the amount of the net proceeds received by such Holder from the sale of Registrable Securities in such offering giving rise to such liability. The amount paid or payable by a party as a result of the Losses or other liabilities referred to above shall be deemed to include, subject to the limitations set forth in Section 8(p)(i), 8(p)(ii), and 8(p)(iii), any legal or other fees, charges or expenses reasonably incurred by such party in connection with any investigation or proceeding. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this Section 8(p)(v) from any Person who was not guilty of such fraudulent misrepresentation.

(q) The undersigned agrees that each New Holder (as defined in the July 2021 Registration Rights Agreement) shall have piggyback registration rights in respect of any Registration Statement that is filed pursuant to this Section 8, pursuant to and in accordance with Section 5.6 of the July 2021 Registration Rights Agreement, and that the provisions of the Registration Rights Agreement shall apply, *mutatis mutandis*, to the exercise of any such piggyback registration rights by any such New Holder in respect of any such Registration Statement.

(r) The rights, duties and obligations of the undersigned under this Section 8 may be freely assigned or delegated by the undersigned to a 5% Insider; provided, however, that if any such assignment or delegation occurs during a Lock-Up Period, such 5% Insider must enter into a written agreement with Acquirer agreeing to be bound by the provisions of this Agreement in accordance with Section 5 of this

Agreement and shall thereafter be a "***Holder***" for purposes of this Section 8. For purposes of this Agreement, a "***5% Insider***" means any stockholder of Seller that is both the record or beneficial owner of at least 5% of the outstanding shares of common stock of Seller and an insider (non-institutional) stockholder of Seller.

9. The undersigned represents and warrants that it (i) is a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) or an institutional "accredited investor" (within the meaning of Rule 501(a) under the Securities Act) satisfying the applicable requirements set forth on Schedule A, (ii) is acquiring the Lock-Up Shares only for its own account and not for the account of others, and (iii) is not acquiring the Lock-Up Shares with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act or any other securities laws of the United States or any other applicable jurisdiction (and shall provide the requested information on Schedule A following the signature page hereto). The undersigned is not an entity formed for the specific purpose of acquiring the Lock-Up Shares, unless such newly formed entity is an entity in which all of the equity owners are "accredited investors" (within the meaning of Rule 501(a) under the Securities Act).

10. The undersigned understands that the Lock-Up Shares are being offered in a transaction not involving any public offering within the meaning of the Securities Act and that the Lock-Up Shares have not been registered under the Securities Act or any other securities laws of the United States or any other jurisdiction. The undersigned understands that it is acquiring its entire beneficial ownership interest in the Lock-Up Shares for the undersigned's own account for investment purposes only and not with a view to any distribution of the Lock-Up Shares in any manner that would violate the securities laws of the United States or any other applicable jurisdiction. The undersigned understands that the Lock-Up Shares may not be resold, transferred, pledged or otherwise disposed of by the undersigned absent an effective registration statement under the Securities Act, except (i) to Acquirer or a subsidiary thereof, (ii) pursuant to offers and sales that occur in an "offshore transaction" within the meaning of Regulation S under the Securities Act,
(iii) pursuant to Rule 144 under the Securities Act, provided that all of the applicable conditions thereof (including those set out in Rule 144(i) which are applicable to Acquirer) have been met, or (iv) pursuant to another applicable exemption from the registration requirements of the Securities Act, including pursuant to a private sale effected under Section 4(a)(7) of the Securities Act or applicable formal or informal SEC interpretation or guidance, such as a so-called "4(a)(1) and a half" sale, and that any certificates or book- entry records representing the Lock-Up Shares shall contain a legend to such effect. The undersigned understands and agrees that the Lock-Up Shares will be subject to the foregoing restrictions and, as a result, the undersigned may not be able to readily resell the Lock-Up Shares and may be required to bear the financial risk of an investment in the Lock-Up Shares for an indefinite period of time. The undersigned understands that it has been advised to consult legal counsel prior to making any offer, resale, pledge or transfer of any of the Lock-Up Shares. By making the representations in this Section 10, the undersigned does not agree to hold any of the Lock-Up Shares for any minimum or other specific term and reserves the right to assign, transfer or otherwise dispose of any of the Lock-Up Shares at any time in accordance with or pursuant to a registration statement or an exemption under the Securities Act; provided, however, that the Lock-Up Shares shall be subject to the restrictions set forth in Section 1 and Section 2 of this Agreement.

11. The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Agreement and that this Agreement constitutes the legal, valid and binding obligation of the undersigned, enforceable in accordance with its terms. Any obligations of the undersigned shall be binding upon the successors and permitted assigns of the undersigned from and after the Closing Date.

12. This Agreement constitutes the entire agreement and understanding of the parties hereto in respect of the subject matter hereof and supersedes all prior understandings, agreements, or representations by or among the parties hereto, written or oral, to the extent they relate in any way to the subject matter hereof. This Agreement may not be changed, amended, modified or waived (other than to correct a typographical error) as to any particular provision, except by a written instrument executed by all parties hereto.

13. Except as provided in Sections 5 and 8 hereof, this Agreement and the rights and obligations of the parties hereunder shall not be assignable or transferable by any party hereto (including in connection with a merger, consolidation, sale of substantially all of the assets of such party or otherwise by operation of Law) without the prior written consent of (a) Acquirer, in the case of any such attempted assignment or transfer by the undersigned, or (b) the undersigned, in the case of any such attempted assignment or transfer by Acquirer. Any attempted assignment in violation of this Section 13 shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Acquirer and the undersigned and their respective successors and permitted assigns.

14. This Agreement, any non-contractual rights or obligations arising out of or in connection with it, and all Disputes will be governed by, and enforced and construed in accordance with, the Laws of the State of Delaware, without regard to the conflict of laws rules of such state that would result in the application of the Laws of another jurisdiction.

15. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY OR DISPUTES RELATING HERETO. EACH PARTY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF A DISPUTE, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 15.

16. Any term or provision of this Agreement that is held by a court of competent jurisdiction or arbitrator to be invalid, void or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the invalid, void or unenforceable term or provision in any other situation or in any other jurisdiction. If the final judgment of such court or arbitrator declares that any term or provision hereof is invalid, void or unenforceable, the parties hereto agree to (a) reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases, and (b) replace any invalid, void or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the original intention of the invalid or unenforceable term or provision.

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

18. All notices, demands, waivers and other communications pursuant to this Agreement will be in writing and will be deemed given if delivered personally or delivered by electronic mail or globally recognized express delivery service to the parties hereto at the addresses set forth on the signature page hereto or to such other address as the party to whom notice is to be given to the other parties hereto in writing in accordance herewith. Any such notice, demand, waiver or other communication will be deemed to have been delivered and received (a) in the case of personal delivery, on the date of such delivery, (b) in the case of electronic mail, on the date of sending if no automated notice of delivery failure is received by the sender, and (c) in the case of a globally recognized express delivery service, on the date on which receipt by the addressee is confirmed pursuant to the service's systems.

19. This Agreement shall become effective on the Closing Date. This Agreement and the obligations of each party hereunder shall automatically terminate upon any termination of the Merger Agreement.

[*Signature on the following page*]

Very truly yours,

By:
Name:
Title:

Address:

Email:

Accepted and Agreed:

ACQUIRER

SEMA4 HOLDINGS CORP.

By:
Name:
Title:

Address: 333 Ludlow Street,
North Tower, 8th floor
Stamford, CT 06902

Email:

[Signature Page to Shareholder Agreement]

SCHEDULE A
ELIGIBILITY REPRESENTATIONS OF THE UNDERSIGNED

A. QUALIFIED INSTITUTIONAL BUYER STATUS
(Please check the applicable subparagraphs):

1. • We are a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act (a "QIB")).

2. • We are subscribing for the Lock-Up Shares as a fiduciary or agent for one or more investor accounts, and each owner of such account is a QIB.

*** OR ***

B. INSTITUTIONAL ACCREDITED INVESTOR STATUS
(Please check each of the following subparagraphs):

1. • We are an "accredited investor" (within the meaning of Rule 501(a) under the Securities Act) or an entity in which all of the equity holders are accredited investors within the meaning of Rule 501(a) under the Securities Act and have marked and initialed the appropriate box on the following page indicating the provision under which we qualify as an "accredited investor".

2. • We are not a natural person.

*** AND ***

C. AFFILIATE STATUS
(Please check the applicable box)
THE UNDERSIGNED:

☐ is:

☐ is not:

an "affiliate" (as defined in Rule 144 under the Securities Act) of the Acquirer or acting on behalf of an affiliate of the Acquirer.

FINRA Rule 4512(c) states that an "institutional account" shall mean any person who comes within any of the below listed categories. The undersigned has indicated, by marking and initialing the appropriate box below, the provision(s) below which apply to the undersigned and under which the undersigned accordingly qualifies as an "institutional account."

- a bank, savings and loan association, insurance company or registered investment company;
- an investment adviser registered either with the SEC under Section 203 of the Investment Advisers Act or with a state securities commission (or any agency or office performing like functions); or

- any other person (whether a natural person, corporation, partnership, trust or otherwise) with total assets of at least $50 million.

This page should be completed by the undersigned and constitutes a part of the Shareholder Agreement.

Schedule A-1

Rule 501(a), in relevant part, states that an "accredited investor" shall mean any person who comes within any of the below listed categories, or who the Acquirer reasonably believes comes within any of the below listed categories, at the time of the sale of the securities to that person. The undersigned has indicated, by marking and initialing the appropriate box below, the provision(s) below that apply to the undersigned and under which the undersigned accordingly qualifies as an "accredited investor."

- Any bank as defined in section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity;

- Any broker or dealer registered pursuant to section 15 of the Exchange Act;

- An investment adviser registered pursuant to section 203 of the Investment Advisers Act of 1940 or registered pursuant to the laws of a state;

- An investment adviser relying on the exemption from registering with the Securities and Exchange Commission under section 203(l) or (m) of the Investment Advisers Act of 1940;

- Any insurance company as defined in section 2(a)(13) of the Securities Act;

- Any investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of the Securities Act;

- Any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958;

- A Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act;

- Any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000;

- Any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

- Any private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;

- Any organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, partnership or limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000;

This page should be completed by the undersigned and constitutes a part of the Shareholder Agreement.

Schedule A-2

- Any trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of the Securities Act;

- An entity, of a type not listed in any of the foregoing paragraphs, not formed for the specific purpose of acquiring the securities offered, owning investments in excess of $5,000,000;

- A "family office," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1): (i) with assets under management in excess of $5,000,000, (ii) that is not formed for the specific purpose of acquiring the securities offered, and (iii) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment;

- A "family client," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1), of a family office meeting the requirements in the foregoing paragraph and whose prospective investment in the issuer is directed by such family office pursuant to clause (iii) in the foregoing paragraph;

- Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds $1,000,000. For purposes of calculating a natural person's net worth: (a) the person's primary residence must not be included as an asset; (b) indebtedness secured by the person's primary residence up to the estimated fair market value of the primary residence must not be included as a liability (except that if the amount of such indebtedness outstanding at the time of calculation exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess must be included as a liability); and (c) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the residence must be included as a liability;

- Any natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year; or

- Any entity in which all of the equity owners are accredited investors meeting one or more of the above tests.

STOCKHOLDER SUPPORT AGREEMENT

This Stockholder Support Agreement (this "***Agreement***") is dated as of January 14, 2022, by and among Sema4 Holdings Corp., a Delaware corporation ("***Acquirer***"), OPKO Health, Inc., a Delaware corporation (the "***Seller***") and the Person set forth on Schedule I hereto ("***Stockholder***"). Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Merger Agreement (as defined below).

WHEREAS, as of the date hereof, Stockholder is the holder of record and/or beneficial owner (as defined in Rule 13d-3 of the Exchange Act) of the shares of Acquirer Stock set forth opposite its name on Schedule I attached hereto (all such shares of Acquirer Stock, together with any additional shares or other voting securities of Acquirer of which such Stockholder acquires record or beneficial ownership after the date of this Agreement, by any means, such Stockholder's "***Shares***");

WHEREAS, contemporaneously with the execution and delivery of this Agreement, Acquirer, Orion Merger Sub I, a Delaware corporation ("***Merger Sub I***"), Orion Merger Sub II, LLC, a Delaware limited liability company ("***Merger Sub II***"), GeneDx, Inc., a New Jersey corporation ("***Company***"), GeneDx Holding 2, Inc., a Delaware corporation ("***Holdco2***"), and Seller have entered into an Agreement and Plan of Merger and Reorganization (as amended or modified from time to time, the "***Merger Agreement***"), dated as of the date hereof, pursuant to which, among other transactions, on the Closing Date but following consummation of the Pre-Closing Restructuring, Merger Sub I will merge with and into Holdco2 (the "***First Merger***"), with Holdco2 as the surviving corporation in the First Merger and Merger Sub I will merge with and into HoldCo2 (the "***First Merger***"), with HoldCo2 as the surviving corporation in the First Merger, and immediately after the consummation of the First Merger, as part of the same overall transaction, Holdco2, as the surviving corporation in the First Merger, will merge with and into Merger Sub II (the "***Second Merger***" and, together with the First Merger, the "***Mergers***"), with Merger Sub II as the surviving corporation and the direct owner of all of the equity interests in GeneDx Delaware LLC.

WHEREAS, on or prior to the date hereof, Acquirer entered into subscription agreements (the "***Subscription Agreements***" with the PIPE Investors pursuant to which, and on the terms and subject to the conditions of which, such PIPE Investors have agreed to purchase from Acquirer shares of Acquirer Stock for an aggregate purchase price equal to the PIPE Investment Amount, such purchases to be consummated prior to or substantially concurrently with the Closing (the "***PIPE Investment***," and, together with the other transactions contemplated by the Merger Agreement, the "***Transactions***").

WHEREAS, as an inducement to Seller and Acquirer to enter into the Merger Agreement and to consummate the Transactions, the parties hereto desire to agree to certain matters as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

ARTICLE I
STOCKHOLDER SUPPORT AGREEMENT; COVENANTS

Section 1.1 No Transfer. Stockholder agrees that during the term of this Agreement, Stockholder shall not, directly or indirectly, (a) sell, assign, transfer (including by operation of law), swap, convert, lien, pledge, gift, dispose of or otherwise encumber (including by merger (including by conversion into securities or other consideration), by tendering into any tender or exchange offer, by testamentary disposition, by operation of Law or otherwise, or by divesting itself (pursuant to contract or otherwise) of any rights as a stockholder of Stockholder's Shares, including, without limitation, the right to vote such Shares) (collectively, a "***Transfer***") or enter into any contract or option with respect to the Transfer of, (i) any of

such Stockholder's Shares (the "Restricted Amount"), (b) publicly announce to do any of the foregoing or
(c) take any action that would make any representation or warranty of such Stockholder contained herein untrue or incorrect or which would have the effect of preventing or disabling Stockholder from performing his, her or its obligations under this Agreement in any material respect; provided that the foregoing shall not prohibit (W) for all purposes of this Section 1(a) from and after the date of the Acquirer Stockholders' Meeting at which the Requisite Vote is obtained, the Stockholder and its affiliates shall be permitted to Transfer (and enter into any Contract or option with respect to any such Transfer), 100% of the Restricted Amount (such maximum aggregate amount of shares, the "Transferrable Amount"), it being understood and agreed, for the avoidance of doubt, that prior to the date of such Acquirer Stockholders' Meeting the Stockholder shall not enter into any Contract or option with respect to any such Transfer or publicly disclose, or take any action, that would reasonably be expected to require public disclosure of any intent or plan by Stockholder to engage in any such Transfer (provided that the foregoing shall not restrict the Stockholder from disclosing (including in any filing required by law to be made with the SEC) the existence of this Agreement or the rights of the Stockholder to Transfer Shares in accordance with this Agreement),
(X) the transfer of any of the Shares by Stockholder to any managers, partners, members or other direct or indirect equity holders or affiliates of Stockholder (which, for the avoidance of doubt, shall include any investment fund or managed account that is managed on a discretionary basis by the same investment manager as Stockholder) or to any of its or their officers, directors or employees, but only if any such transferee shall execute a joinder or other instrument agreeing to be bound by the provisions of this Agreement, (Y) any pledge of the Shares in connection with a bona fide margin agreement or grant of a security interest in some or all of the Shares to a financial institution that is an "accredited investor" as defined in Rule 501(a) under the Securities Act, or (Z) any hedging or other transactions, including without limitation any short sales or purchases or sales of "derivative" securities based on securities issued by Acquirer, that do not result in the transfer of any of the Shares or the disposition of voting power in respect thereof prior to the termination of this Agreement. Stockholder hereby covenants and agrees that such Stockholder shall not (i) enter into any voting agreement or voting trust with respect to any of such Stockholder's Shares that is inconsistent with such Stockholder's obligations pursuant to this Agreement,
(ii) grant a proxy or power of attorney with respect to any of such Stockholder's Shares that is inconsistent with such Stockholder's obligations pursuant to this Agreement or (iii) enter into any agreement or undertaking that is otherwise inconsistent with, or would interfere with, or prohibit or prevent such Stockholder from satisfying its obligations pursuant to this Agreement. In furtherance of the agreements set forth in this Agreement, Stockholder hereby authorizes Acquirer or its counsel to instruct its transfer agent to put in place a stop transfer order with respect to the Restricted Amount except with respect to Transfers of Shares permitted hereby.

Section 1.2 Agreement to Vote. Stockholder hereby unconditionally and irrevocably agrees that, at any meeting of the stockholders of Acquirer however called or at any adjournment thereof, or in any other circumstance that the vote, consent or other approval of the stockholders of Acquirer is sought (the "***Requisite Vote***"), such Stockholder shall (i) appear at such meeting or otherwise cause all of such Stockholder's Shares to be counted present thereat for purposes of calculating a quorum and (ii) vote or cause to be voted (or duly and promptly execute and deliver, or cause to be duly and promptly executed and delivered, an action by written consent which written consent shall be delivered promptly, and in any event within three Business Days, after Acquirer, as applicable requests such delivery), all of such Stockholder's Shares:

(a) to approve the issuance of the Stock Consideration pursuant to the Merger Agreement and the issuance of the shares of Acquirer Stock pursuant to the Subscription Agreements;

(b) to approve the appointment of the Specified Designees to the Acquirer Board for terms that expire no earlier than the end of the Second Milestone Period;

(c) to approve an amendment to the Company's current Third Amended and Restated Certificate of Incorporation to increase the authorized shares of Acquirer Stock from 380,000,000 to 1,000,000,000;

(d) to approve any other proposal included in the Proxy Statement that is recommended by the Acquirer Board as necessary to consummate the Transactions;

(e) to approve any proposal that is recommended by the Acquirer Board to adjourn the meeting to a later date, if there are not sufficient affirmative votes (in person or by proxy) to obtain the requested approvals on the date on which such meeting is held; and

(f) against any and all other proposals that could reasonably be expected to delay or impair the ability of Acquirer to consummate the Transactions.

Nothing in this Agreement limits or restricts any Affiliate or designee of Stockholder who serves as a member of the Acquirer Board in acting or voting in his or her capacity as a director of Acquirer and exercising his or her fiduciary duties and responsibilities, it being understood that this Agreement applies to Stockholder solely in its capacity as a stockholder of Acquirer and does not apply to any such Affiliate or designee's actions, judgments or decisions as a director of Acquirer, and such actions (or failures to act) shall not be deemed to constitute a breach of this Agreement.

Section 1.3 Proxy.

(a) Solely in furtherance of Section 1.2 of this Agreement and subject to termination as provided in Section 3.1 of this Agreement, Stockholder (i) hereby irrevocably grants to, and appoints, Acquirer or any individual designated by Acquirer as the Stockholder's agent, irrevocable proxy and attorney-in-fact (with full power of substitution and resubstitution) to vote the Shares, provide written consents, express consent or otherwise utilize voting power as indicated in Section 1.2 of this Agreement; provided, however, that Stockholder's grant of the proxy contemplated by this Section 1.3(a) shall be effective if, and only if, Stockholder has not delivered to the Secretary of Acquirer at least five Business Days prior to such meeting a duly executed proxy card previously approved by Acquirer voting Stockholder's Shares in the manner specified in Section 1.2 or in the event such proxy card has been thereafter modified or revoked or otherwise fails to provide evidence of Stockholder's compliance with its obligations under Section 1.2 in form and substance reasonably acceptable to Acquirer, (ii) hereby affirms that the irrevocable proxy set forth in this Section 1.3, if it becomes effective pursuant to clause (i), is given in connection with the execution of the Merger Agreement, and that such irrevocable proxy is given to secure the performance of the duties of Stockholder under this Agreement and (iii) hereby (a) affirms that the irrevocable proxy is coupled with an interest and (b) affirms that such irrevocable proxy, if it becomes effective pursuant to clause (i), is executed and intended to be irrevocable in accordance with the provisions of Section 212(e) of the General Corporation Law of the State of Delaware.

(b) Stockholder hereby represents that all proxies, powers of attorney, instructions or other requests given by Stockholder prior to the execution of this Agreement in respect of the voting of Stockholder's Shares, if any, are not irrevocable and Stockholder hereby revokes (or causes to be revoked) any and all previous proxies, powers of attorney, instructions or other requests with respect to Stockholder's Shares. The vote, if any, of the proxy holder pursuant to the proxy set forth in this Section 1.3 shall control the outcome, and be determinative, of any conflict between the vote by the proxy holder of the Shares and a vote by a Stockholder of the Shares. Stockholder shall provide evidence to Acquirer in connection with the actions of the Stockholder under or relating to this Section 1.3 as Acquirer shall reasonably request.

Section 1.4 No Challenges. Stockholder agrees not to commence, join in, facilitate, assist or knowingly encourage, and agrees to take all actions reasonably necessary to opt out of any class in any class action with respect to, any claim, derivative or otherwise, against Acquirer or any of its respective successors or directors challenging the validity of, or seeking to enjoin the operation of, any provision of this Agreement.

Section 1.5 No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in the Acquirer Parties any direct or indirect ownership or incidence of ownership of or with respect to any Shares, except as expressly provided herein. All rights, ownership and economic benefits of and relating to the Shares shall remain vested in and belong to Stockholder, and neither Acquirer nor Merger Subs shall have any authority to direct Stockholder in the voting or disposition of any of the Shares, except as otherwise provided herein.

Section 1.6 No Inconsistent Agreement. Stockholder hereby represents and covenants that such Stockholder has not entered into, shall not enter into and is not otherwise bound by, any agreement that would restrict, limit or interfere with the performance of such Stockholder's obligations hereunder.

Section 1.7 Consent to Disclosure. Stockholder hereby consents to the publication and disclosure required by applicable securities Laws or the SEC or any other securities authorities, any other documents or communications provided by Acquirer to any Governmental Authority of such Stockholder's identity and beneficial ownership of Shares and the nature of such Stockholder's commitments, arrangements and understandings under and relating to this Agreement and, if deemed appropriate by Acquirer, a form of this Agreement. Stockholder will promptly provide any information reasonably requested by Acquirer that is necessary for any regulatory application or filing made or approval sought in connection with the Transactions (including filings with the SEC). The Acquirer shall provide Stockholder with a reasonable opportunity to review and comment on any disclosure made in accordance with Section 1.7 and shall consider in good faith any comments of Stockholder, and the Acquirer shall not make any substantive revision to information regarding Stockholder that is provided by Stockholder for inclusion in any filing with the SEC without Stockholder's approval, which shall not be unreasonably withheld, delayed or conditioned.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the Stockholder. Stockholder represents and warrants as of the date hereof to Acquirer as follows:

(a) Organization; Due Authorization. If such Stockholder is not a natural person, it is duly organized, validly existing and in good standing under the Laws of the jurisdiction in which it is incorporated, formed, organized or constituted, and the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby are within such Stockholder's corporate, limited liability company or organizational powers and have been duly authorized by all necessary corporate, limited liability company or organizational actions on the part of such Stockholder. If such Stockholder is a natural person, such Stockholder has full legal capacity, right and authority to execute and deliver this Agreement and to perform his or her obligations hereunder. This Agreement has been duly executed and delivered by such Stockholder and, assuming due authorization, execution and delivery by the other parties to this Agreement, this Agreement constitutes a legally valid and binding obligation of such Stockholder, enforceable against such Stockholder in accordance with the terms hereof (except as enforceability may be limited by bankruptcy Laws, other similar Laws affecting creditors' rights and general principles of equity affecting the availability of specific performance and other equitable remedies). If this Agreement is being executed in a representative or fiduciary capacity, the Person signing this

Agreement has full power and authority to enter into this Agreement on behalf of the applicable Stockholder.

(b) Ownership. Such Stockholder is the record and/or beneficial owner (as defined in Rule 13d-3 of the Exchange Act) of, and has good title to, all of such Stockholder's Shares, and there exist no encumbrances or any other limitation or restriction (including any restriction on the right to vote, sell or otherwise dispose of such Shares (other than transfer restrictions under the Securities Act)) affecting any such Shares, other than encumbrances pursuant to (i) this Agreement, (ii) the certificate of incorporation of Acquirer, (iii) the Merger Agreement, (iv) pursuant to any existing lock-up agreement, (v) any applicable securities Laws or (vi) that would not prevent, enjoin or delay in any manner Stockholder's performance of its obligations under this Agreement. Such Stockholder's Shares are the only equity securities in Acquirer owned of record or beneficially by such Stockholder on the date of this Agreement, and none of such Stockholder's Shares are subject to any proxy, voting trust or other agreement or arrangement with respect to the voting of such Shares, except as provided hereunder and under the certificate of incorporation of Acquirer or as noted on Schedule I. Such Stockholder does not hold or own any rights to acquire (directly or indirectly) any equity securities of Acquirer or any equity securities convertible into, or which can be exchanged for, equity securities of Acquirer other than warrants issued by the Acquirer prior to the date of this Agreement or earn-out shares issuable pursuant to the Agreement and Plan of Merger by and among Acquirer, S-IV Sub, Inc. and Mount Sinai Genomics, Inc. dated as of February 9, 2021, as amended.

(c) No Conflicts. The execution and delivery of this Agreement by such Stockholder does not, and the performance by such Stockholder of his, her or its obligations hereunder will not, (i) if such Stockholder is not an individual, conflict with or result in a violation of the organizational documents of such Stockholder or (ii) require any consent or approval that has not been given or other action that has not been taken by any Person (including under any Contract binding upon such Stockholder or such Stockholder's Shares) to the extent such consent, approval or other action would prevent, enjoin or materially delay the performance by such Stockholder of its, his or her obligations under this Agreement.

(d) Litigation. There are no Proceedings pending against such Stockholder, or to the knowledge of such Stockholder threatened against such Stockholder, before (or, in the case of threatened Proceedings, that would be before) any arbitrator or any Governmental Authority, which in any manner challenges or seeks to prevent, enjoin or materially delay the performance by such Stockholder of its, his or her obligations under this Agreement.

(e) Brokerage Fees. No broker, finder, investment banker or other Person is entitled to any brokerage fee, finders' fee or other commission in connection with the transactions contemplated by the Merger Agreement based upon arrangements made by such Stockholder, for which Acquirer or any of its Affiliates may become liable.

(f) Acknowledgment. Such Stockholder understands and acknowledges that Seller and Acquirer are entering into the Merger Agreement in reliance upon such Stockholder's execution, delivery and performance of this Agreement.

ARTICLE III MISCELLANEOUS

Section 3.1 Termination. All of the provisions this Agreement (and the proxy granted hereunder) shall terminate and be of no further force or effect upon the earlier of (a) the Effective Time, (b) such date and time as the Merger Agreement shall be terminated in accordance with Section 7.1 thereof (the earlier of clause (a) and (b) being the "Expiration Time") and (c) the written agreement of Acquirer, Seller and Stockholder to terminate the provisions of this Agreement. Stockholder shall also have the right to

terminate this Agreement (and the proxy granted hereunder) by written notice to Acquirer if the Transactions have not been consummated by the Outside Date (as defined in the Subscription Agreements). Upon any termination of this Agreement, all obligations of Acquirer and Stockholder under this Agreement will terminate, without any liability or other obligation on the part of any party hereto to any person or entity in respect hereof or the transactions contemplated hereby, and no party hereto shall have any claim against another (and no person or entity shall have any rights against such party), whether under contract, tort or otherwise, with respect to the subject matter hereof; provided, however, that the termination of the provisions of this Agreement shall not relieve any party hereto from liability arising in respect of any willful breach of the provisions of this Agreement prior to such termination. Stockholder's obligations under Section 1.2 and 1.3 shall cease to apply, and the proxy granted under Section 1.3 shall terminate, in the event that the Merger Agreement is amended, modified, supplemented or waived in a manner that (A) increases the Stock Consideration, otherwise materially changes the form, or otherwise materially increases the amount, of the consideration payable by Acquirer pursuant to the Merger Agreement, (B) changes the definition of Specified Designees or (C) is otherwise materially adverse to Stockholder, unless Stockholder has consented to such amendment, modification, supplement or waiver in writing (which consent will not be unreasonably withheld, delayed or conditioned if so requested by Acquirer). This ARTICLE III shall survive the termination of this Agreement.

Section 3.2 Other Agreements. Acquirer represents and warrants to Stockholder that it has obtained a binding support agreement or commitment from the stockholders listed in Schedule II (each a "***Supporting Stockholder***") in respect of the Requisite Vote with substantially the same commitment and terms, including restrictions on transfer as noted in such Schedule, set forth in this Agreement (each a "***Supporting Stockholder Voting Commitment***"). Acquirer shall not agree to any amendment, waiver, termination or modification of a material term of a Supporting Stockholder Voting Commitment without offering the same amendment, waiver, termination or modification to Stockholder. The obligations of each Supporting Stockholder under any Supporting Stockholder Voting Commitment are several and not joint with the obligations of any other Supporting Stockholder, and no Supporting Stockholder shall be responsible in any way for the performance of the obligations of any other Supporting Stockholder under any Supporting Stockholder Voting Commitment. Nothing contained herein or in any other Supporting Stockholder Voting Commitment , and no action taken by any Supporting Stockholder pursuant hereto or thereto, shall be deemed to constitute the Supporting Stockholders and Stockholder as, and Acquirer acknowledges that the Supporting Stockholders and Stockholder do not so constitute, a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Supporting Stockholders and Stockholder are in any way acting in concert or as a group, and no party hereto will assert any such claim with respect to such obligations or the transactions contemplated hereby or by the Supporting Stockholder Voting Commitments. Acquirer acknowledges and Stockholder confirms that it has independently participated in the negotiation of the transaction contemplated hereby with the advice of its own counsel and advisors. Stockholder shall be entitled to independently protect and enforce its rights, including, without limitation, the rights arising out of this Agreement, and shall not seek, nor shall it be necessary for, any Supporting Stockholder to be joined as an additional party in any proceeding for such purpose.

Section 3.3 Injunctive Relief; Specific Performance. The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof, and, accordingly, that the parties hereto shall, to the fullest extent permitted by Law, be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in the Court of Chancery of the State of Delaware or, if that court does not have jurisdiction, any federal court located in the State of Delaware or any other Delaware State Court without proof of actual damages or otherwise, in addition to any other remedy to which they are entitled at law or in equity as expressly permitted in this Agreement. To the fullest extent permitted by applicable Law, each of the parties hereto hereby further waives (a) any defense in any Proceeding for

specific performance that a remedy at law would be adequate and (b) any requirement under any Law to post security or a bond as a prerequisite to obtaining equitable relief. Each of the parties hereto hereby acknowledges and agrees that it may be difficult to prove damages with reasonable certainty, that it may be difficult to procure suitable substitute performance, and that injunctive relief and/or specific performance will not cause an undue hardship to the parties hereto. Each of the parties hereto hereby further acknowledges that the existence of any other remedy contemplated by this Agreement does not diminish the availability of specific performance of the obligations hereunder or any other injunctive relief. Each party hereto hereby further agrees that in the event of any action by any other party for specific performance or injunctive relief, such party will not assert that a remedy at law or other remedy would be adequate or that specific performance or injunctive relief in respect of such breach or violation should not be available on the grounds that money damages are adequate or any other grounds

Section 3.4 Governing Law; Jurisdiction; Waiver of Jury Trial. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware applicable to contracts executed in and to be performed in that State. Any Proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall, to the fullest extent permitted by applicable Law, be heard and determined exclusively in the Court of Chancery of the State of Delaware; provided, that if jurisdiction is not available in such court, then any such legal Proceeding may be brought in any federal court located in the State of Delaware or any other Delaware state court. To the fullest extent permitted by applicable Law, the parties hereto hereby (i) irrevocably submit to the exclusive jurisdiction of the aforesaid courts for themselves and with respect to their respective properties for the purpose of any Proceeding arising out of or relating to this Agreement or the transactions contemplated hereby brought by any party hereto, and (ii) agree not to commence any such Proceeding except in the courts described above in Delaware, other than any Proceeding in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in Delaware as described herein. To the fullest extent permitted by applicable Law, each of the parties hereto further agrees that notice as provided herein shall constitute sufficient service of process and the parties hereto further waive any argument that such service is insufficient. To the fullest extent permitted by applicable Law, each of the parties hereto hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any Proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, (x) any claim that such party is not personally subject to the jurisdiction of the courts in Delaware as described herein for any reason, (y) that such party or such party's property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (z) that (A) the Proceeding in any such court is brought in an inconvenient forum, (B) the venue of such Proceeding is improper or (C) this Agreement or the transactions contemplated hereby, or the subject matter hereof, may not be enforced in or by such courts. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (III) IT MAKES SUCH WAIVERS VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT, BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION.

Section 3.5 Assignment. This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

Except by a Stockholder in connection with a transfer of Shares permitted by Section 1.1 herein, neither this Agreement nor any of the rights, interests or obligations hereunder will be assigned (including by operation of Law) without the prior written consent of the parties hereto.

Section 3.6 Amendment; Waiver; Severability. This Agreement may not be amended, changed, supplemented, waived or otherwise modified or terminated, except upon the execution and delivery of a written agreement executed by the parties to this Agreement. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 3.7 Notices. All notices and other communications among the parties hereto shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) when delivered after posting in the United States mail having been sent registered or certified mail return receipt requested, postage prepaid, (c) when delivered by FedEx or other nationally recognized overnight delivery service or (d) when e-mailed during normal business hours (and otherwise as of the immediately following Business Day), addressed as follows:

If to Acquirer:

Sema4 Holdings Corp.
333 Ludlow Street, North Tower, 8th Floor Stamford, Connecticut 06902
Attention: General Counsel Email: legal@sema4.com

with a copy to (which will not constitute notice): Fenwick & West LLP

902 Broadway
New York, NY 10010
Email: eskerry@fenwick.com; vlupu@fenwick.com Attention: Ethan A. Skerry; Victoria A. Lupu

If to Seller:

OPKO Health, Inc. 4400 Biscayne Blvd.
Miami, FL 33137 Attention: Steven D. Rubin Email: srubin@opko.com

with a copy (which will not constitute notice) to: Greenberg Traurig, P.A.

333 S.E. 2nd St.

Suite 4400
Miami, FL 33131
Email: grossmanb@gtlaw.com; altmand@gtlaw.com Attention: Robert L. Grossman; Drew M. Altman

If to Stockholder:

To such Stockholder's address set forth in Schedule I (with a copy (which will not constitute notice) as provided thereon, if any.

Notwithstanding the foregoing, in the event notice is delivered pursuant to this Section 3.7 by a means other than email, such party shall email such notice within one (1) Business Day of delivery of such notice by such other means.

Section 3.8 Counterparts. This Agreement may be executed in two or more counterparts (any of which may be delivered by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

Section 3.9 Entire Agreement. This Agreement and the agreements referenced herein constitute the entire agreement and understanding of the parties hereto in respect of the subject matter hereof and supersede all prior understandings, agreements or representations by or among the parties hereto to the extent they relate in any way to the subject matter hereof.

Section 3.10 Third Party Beneficiaries. This Agreement is not intended to confer upon any person other than the parties hereto (and their respective successors and permitted assigns) any rights (legal, equitable or otherwise) or remedies, whether as third-party beneficiaries or otherwise.

Section 3.11 Expenses. Except as otherwise expressly provided in this Agreement or the Merger Agreement, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs or expenses.

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IN WITNESS WHEREOF, the Stockholder, Seller and Acquirer have each caused this Stockholder Support Agreement to be duly executed as of the date first written above.

STOCKHOLDER:

[NAME]

By:__ Name:
Title:

[Signature Page to Stockholder Support Agreement]

IN WITNESS WHEREOF, the Stockholder, Seller and Acquirer have each caused this Stockholder Support Agreement to be duly executed as of the date first written above.

ACQUIRER:

SEMA4 HOLDINGS CORP.

By:____ Name:
Title:

[Signature Page to Stockholder Support Agreement]

SELLER:

OPKO HEALTH, INC.

By:____ Name:
Title:

FORM OF LOCK-UP AGREEMENT

This lock-up agreement (this "Lock-Up Agreement") is dated as of [•], 2022 by and between Sema4 Holdings Corp., a Delaware corporation (the "Company"), and the undersigned investor (the "Investor"). Each of the Company and the Investor may be referred to herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the Investor is considering participating in a potential investment in the Class A Common Stock (as defined below) of the Company in connection with the acquisition of GeneDx, Inc. ("GeneDx") from OPKO Health, Inc. ("OPKO") by the Company (such acquisition, the "Transaction", and such investment, the "PIPE Investment") pursuant to a form of subscription agreement to be agreed between the Company and the Investor (the "Subscription Agreement");

WHEREAS, the Investor, the Company, OPKO and GeneDx have entered into that certain Nondisclosure Agreement, dated as of the date hereof (the "NDA"), pursuant to which the Company, OPKO and/or GeneDx may disclose certain information, including certain confidential information, to the Investor about the Company or GeneDx, as applicable, in connection with the Investor's consideration of the PIPE Investment.

WHEREAS, in connection with receiving such confidential information and participating in the PIPE Investment, among other things, the Investor may hold and will receive Lock-Up Shares (as defined below);

WHEREAS, as a condition to such information being furnished to the Investor and its Affiliates (as defined below), and considering the PIPE Investment, the Investor agrees to abstain from taking certain other actions, as described in this Lock-Up Agreement.

WHEREAS, the Parties desire to set forth their agreement with respect to such matters, in each case, in accordance with the terms and conditions of this Lock-Up Agreement with respect to such Lock-Up Shares that may be held or to be received by the Investor under the Subscription Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and agreements contained in this Lock-Up Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

ARTICLE I
Lock-Up

Section 1.1 Lock-Up.

(a) The Investor shall not Transfer, or make a public announcement of any intention to effect such Transfer, of any Lock-Up Shares Beneficially Owned or otherwise held by the Investor during the Lock-Up Period; provided, that such prohibition shall not apply to Transfers permitted pursuant to Section 1.2. The "Lock-Up Period" shall be the period commencing on the date hereof and until one hundred eighty (180) days following the date of this Lock-Up Agreement (such date, the "Expiration Date"). The term "Lock-Up Shares" means, collectively, (i) the Class A Common Stock of the Company issued to the Investor under the Subscription Agreement and (ii) any Equity Securities of the Company that would be included within Section 2.9 hereof.

(b) During the Lock-Up Period, any purported Transfer of Lock-Up Shares other than in accordance with this Lock-Up Agreement shall be null and void, and the Company shall refuse to recognize any such Transfer for any purpose.

(c) The Investor acknowledges and agrees that, notwithstanding anything to the contrary herein, shares of Class A Common Stock Beneficially Owned by the Investor shall remain subject to any restrictions on Transfer under applicable securities laws of any Governmental Entity, including all applicable holding periods under the Securities Act and other rules of the Securites and Exchange Commission.

Section 1.2 Permitted Transfers. Notwithstanding anything to the contrary contained in this Lock-Up Agreement, during the Lock-Up Period, the Investor may Transfer, without the consent of the Company, any of its Lock-Up Shares (i) to any of its Permitted Transferees; (ii) as a *pro rata* distribution to limited partners, members or stockholders of such Party or to a nominee or custodian of a person to whom a Transfer would be permissible under this clause (ii); or (iii) (a) pursuant to an order or decree of a Governmental Entity; (b) to the Company; or (c) pursuant to any liquidation, merger, stock exchange or other similar transaction which results in all of the Company's stockholders having the right to exchange their shares of common stock for cash, securities or other property subsequent to the date hereof; provided, that in connection with any Transfer of such Lock-Up Shares pursuant to clauses (i) and (ii) above, the restrictions and obligations contained in Section 1.1 and this Section 1.2 will continue to apply to such Lock-Up Shares after any Transfer of such Lock-Up Shares. Any Transferee of Lock-Up Shares who is a Permitted Transferee of the Transferor or a Transferee pursuant to clause (ii) above pursuant to this Section 1.2 shall be required, at the time of and as a condition to such Transfer, to become a party to this Lock-Up Agreement by executing and delivering a joinder in the form attached to this Lock-Up Agreement as Exhibit A, whereupon such Transferee will be treated as a Party (with the same rights and obligations as the Transferor) for all purposes of this Lock-Up Agreement.

Section 1.3 Definitions. As used in this Lock-Up Agreement, the following terms shall have the following meanings:

"Affiliate" shall mean, as applied to any Person, any other Person directly or indirectly controlling, controlled by or under direct or indirect common control with, such Person; provided that no Party shall be deemed an Affiliate of the Company or any of its subsidiaries for purposes of this Lock-Up Agreement. For purposes of this definition, "control" (including with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"Beneficially Own" has the meaning set forth in Rule 13d-3 promulgated under the Exchange Act; provided, that a Transfer with respect to any Equity Securities shall, for purposes of this Lock-Up Agreement, mean that the Transferor no longer Beneficially Owns such Equity Securities (except, for the avoidance of doubt, for any Transfer to Permitted Transferees or with respect to pledges or encumbrances which do not Transfer economic risk). "Beneficially Owns," "Beneficially Owned," and "Beneficial Ownership" shall have correlative meanings.

"Class A Common Stock" means, as applicable, (a) the Class A common stock, par value $0.0001 per share, of the Company, or (b) following any consolidation, merger, reclassification or other similar event involving the Company, any shares or other securities of the Company or any other Person that are issued or issuable in consideration for the Class A common stock of the Company or into which the Class A common stock of the Company is exchanged or converted as a result of such consolidation, merger, reclassification or other similar event.

"Equity Securities" means, with respect to any Person, all of the shares of capital stock or equity of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock or equity of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock or equity of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares or equity (or such other interests), restricted stock awards, restricted stock units, equity appreciation rights, phantom equity rights, profit participation and all of the other ownership or profit interests of such Person (including partnership or member interests therein), whether voting or nonvoting.

"Exchange Act" shall mean the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Governmental Entity" shall mean any federal, state, provincial, municipal, local or foreign government, governmental authority, regulatory or administrative agency, governmental commission, department, board, bureau, agency or instrumentality, court or tribunal.

"Legal Proceeding" shall mean any action, suit, hearing, claim, charge, audit, lawsuit, litigation, investigation (formal or informal), inquiry, arbitration or proceeding (in each case, whether civil, criminal or administrative or at law or in equity) by or before a Governmental Entity.

"Permitted Transferee" means with respect to (i) any Person and (ii) any Affiliate of such Person (including any partner, shareholder, member controlling or under common control with such member and Affiliated investment fund or vehicle) of such Person, but excluding any Affiliate under this clause (ii) who operates or engages in a business which competes with the business of the Company or its subsidiaries and any portfolio company.

"Person" shall mean any individual, corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization, entity or Governmental Entity.

"Securities Act" shall mean the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Transfer" means, when used as a noun, any voluntary or involuntary, direct or indirect, transfer, sale, pledge, hedge, encumbrance, or hypothecation or other disposition (whether by operation of law or otherwise), contract or legally binding agreement to undertake any of the foregoing, by the Transferor and, when used as a verb, the Transferor voluntarily or involuntarily, directly or indirectly, transfers, sells, pledges, hedges, encumbers or hypothecates or otherwise disposes of (whether by operation of law or otherwise), contracts or agrees (in a legally binding manner) to do any of the foregoing, including, in each case, (a) the establishment or increase of a put equivalent position or liquidation with respect to, or decrease of a call equivalent position within the meaning of Section 16 of the Exchange Act with respect to, any security or (b) entry into any swap or other arrangement that transfers to another Person, in whole or in part, any of the economic consequences of ownership of any security, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise. The terms "Transferee," "Transferor," "Transferred," and other forms of the word "Transfer" shall have the correlative meanings.

ARTICLE II
MISCELLANEOUS

Section 2.1 Notices. All notices, requests, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) when delivered in person or by e-mail, (b) on the next Business Day when sent by overnight courier or (c) on the second (2nd) succeeding Business Day when sent by registered or certified mail (postage prepaid, return receipt requested) to the respective Parties at the following addresses (or at such other address for a Party as shall be specified by like notice):

if to the Company, to:

Sema4 Holdings Corp.
333 Ludlow Street, North Tower, 8th Floor,
Stamford, CT 06902
Attention: General Counsel
Email: legal@sema4.com

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

Fenwick & West LLP
902 Broadway
New York, NY 10010
Attention: Ethan Skerry, Per Chilstrom, Michael Pilo
Email: eskerry@fenwick.com; pchilstrom@fenwick.com; mpilo@fenwick.com

if to the Investor, to the address set forth on the signature page of the Investor hereto.

All such notices, requests, demands, waivers and other communications shall be deemed received upon (i) actual receipt thereof by the addressee, or (ii) actual delivery thereof to the appropriate address.

Section 2.2 Assignment; Successors and Assigns; No Third-Party Beneficiaries.

(a) Except as otherwise permitted hereunder, the Investor may not assign such the Investor's rights or obligations under this Lock-Up Agreement, in whole or in part, without the prior written consent of the Company. Any such assignee may not again assign those rights, other than in accordance with this Section 2.2(a). Any attempted assignment of rights or obligations in violation of this Section 2.2(a) shall be null and void.

(b) All of the terms and provisions of this Lock-Up Agreement shall be binding upon the Parties and their respective successors, assigns, heirs and representatives, but shall inure to the benefit of and be enforceable by the successors, assigns, heirs and representatives of any Party only to the extent that they are permitted successors, assigns, heirs and representatives pursuant to the terms hereof.

(c) Nothing in this Lock-Up Agreement, express or implied, is intended to confer upon any party, other than the Parties and their respective permitted successors, assigns, heirs and representatives, any rights or remedies under this Lock-Up Agreement or otherwise create any third-party beneficiary hereto.

Section 2.3 Termination. The Investor's obligations under this Lock-Up Agreement shall terminate concurrently upon the termination of the Lock-Up Period.

Section 2.4 Severability. If any provision of this Lock-Up Agreement is determined to be invalid, illegal or unenforceable by any Governmental Entity, the remaining provisions hereof, to the extent permitted by law, shall remain in full force and effect.

Section 2.5 Entire Agreement; Amendments; No Waiver.

(a) This Lock-Up Agreement, together with the Subscription Agreement, constitute the entire agreement among the Parties with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements, understandings and discussions, whether oral or written, relating to such subject matter in any way and there are no warranties, representations or other agreements among the Parties in connection with such subject matter except as set forth in this Lock-Up Agreement and therein.

(b) No provision of this Lock-Up Agreement may be amended or modified in whole or in part at any time without the express written consent of the Company; provided that any such amendment or modification that would be materially adverse in any respect to the Investor shall require the prior written consent of the Investor; provided, further, that a provision that has terminated with respect to a Party shall not require any consent of such Party with respect to amending or modifying such provision.

(c) No waiver of any provision or default under, nor consent to any exception to, the terms of this Lock-Up Agreement shall be effective unless in writing and signed by the Party to be bound and then only to the specific purpose, extent and instance so provided.

Section 2.6 Counterparts. This Lock-Up Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Lock-Up Agreement by facsimile, PDF signature, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com) or other transmission method by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required. Minor variations in the form of the signature page, including footers from earlier versions of this Lock-Up Agreement or any such other document, will be disregarded in determining a Party's intent or the effectiveness of such signature.

Section 2.7 Governing Law; Consent to Jurisdiction, etc. This Lock-Up Agreement shall be governed by and construed in accordance with the laws of the State of New York (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof) as to all matters (including Actions related hereto), including matters of validity, construction, effect, performance and remedies. Each Party hereby agrees, and any Person asserting rights as a third-party beneficiary may do so only if he, she or it irrevocably agrees, that any Legal Proceeding shall be brought only to the exclusive jurisdiction of the courts of the State of New York or the federal courts located in the State of New York, and each Party hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such Action and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such Action in any such court or that any such Action that is brought in any such court has been brought in an inconvenient forum. During the period a Legal Proceeding that is filed in accordance with this Section 2.7 is pending before a court, all Actions with respect to such Legal Proceeding or any other Legal Proceeding, including any counterclaim, cross-claim or interpleader, shall be subject to the exclusive jurisdiction of such court. Each Party hereby waives, and any Person asserting rights as a third-party beneficiary may do so only if he, she or it hereby waives, and shall not assert as a defense in any Legal Proceeding, that (a) such Party is not personally subject to the jurisdiction of the above named courts for any reason, (b) such Action may not be brought or is not maintainable in such court, (c) such Party's property is exempt or immune from execution, (d) such Action is brought in an inconvenient forum, or (e) the venue of such Action is improper. A final judgment in any Action described in this Section 2.7 following the expiration of any period permitted for appeal and subject to any stay during appeal shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable laws. EACH OF THE PARTIES HEREBY UNCONDITIONALLY WAIVES, AND ANY PERSON ASSERTING RIGHTS AS A THIRD-PARTY BENEFICIARY MAY DO SO ONLY IF HE, SHE OR IT IRREVOCABLY AND UNCONDITIONALLY WAIVES, ANY RIGHT TO TRIAL BY JURY ON ANY CLAIMS OR COUNTERCLAIMS ASSERTED IN ANY LEGAL PROCEEDING RELATING TO THIS LOCK-UP AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY AND FOR ANY COUNTERCLAIM RELATING THERETO. IF THE SUBJECT MATTER OF ANY SUCH LEGAL PROCEEDING IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY NOR ANY PERSON ASSERTING RIGHTS AS A THIRD-PARTY BENEFICIARY SHALL ASSERT IN SUCH LEGAL PROCEEDING A NONCOMPULSORY COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS LOCK-UP AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. FURTHERMORE, NO PARTY NOR ANY PERSON ASSERTING RIGHTS AS A THIRD-PARTY BENEFICIARY SHALL SEEK TO CONSOLIDATE ANY SUCH LEGAL PROCEEDING WITH A SEPARATE ACTION OR OTHER LEGAL PROCEEDING IN WHICH A JURY TRIAL CANNOT BE WAIVED.

Section 2.8 Specific Performance. Each Party hereby agrees and acknowledges that it will be impossible to measure in money the damages that would be suffered if the Parties fail to comply with any of the obligations imposed on them by this Lock-Up Agreement and that, in the event of any such failure, an aggrieved Party will be irreparably damaged and will not have an adequate remedy at law. Any such Party shall, therefore, be entitled (in addition to any other remedy to which such Party may be entitled at law or in equity) to injunctive relief, including specific performance, to enforce such obligations, without the posting of any bond, and if any action should be brought in equity to enforce any of the provisions of this Lock-Up Agreement, none of the Parties shall raise the defense that there is an adequate remedy at law.

Section 2.9 Subsequent Acquisition of Shares. Any Equity Securities of the Company acquired subsequent to the date hereof and prior to the expiration of the Lock-Up Period by the Investor shall be subject to the terms and conditions of this Lock-Up Agreement and such shares shall be considered to be "Lock-Up Shares" as such term is used in this Lock-Up Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Company and the Investor have duly executed this Lock-Up Agreement as of the date first written above.

COMPANY:

Sema4 Holdings Corp.

By: _____
Name: _____
Title: _____

INVESTOR:

[INVESTOR NAME]

By: _____
Name: _____
Title: _____

Address:

[_____]
[_____]
[_____]

Email: [_____]

Exhibit A
Form of Joinder

This Joinder (this "Joinder") to the Lock-Up Agreement (as defined below), made as of _____, is between _____ ("Transferor") and _____ ("Transferee").

WHEREAS, as of the date hereof, Transferee is acquiring ____ Equity Securities (the "Acquired Interests") from Transferor;

WHEREAS, Transferor is a party to that certain Lock-Up Agreement, dated as of [____], 2021, by and between Sema4 Holdings Corp. ("Company") and the Transferor (the "Lock-Up Agreement"); and

WHEREAS, Transferee is required, at the time of and as a condition to such Transfer, to become a party to the Lock-Up Agreement by executing and delivering this Joinder, whereupon such Transferee will be treated as a Party (with the same rights and obligations as the Transferor) for all purposes of the Lock-Up Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:

Section 1.1 Definitions. To the extent capitalized words used in this Joinder are not defined in this Joinder, such words shall have the respective meanings set forth in the Lock-Up Agreement.

Section 1.2 Acquisition. The Transferor hereby Transfers to the Transferee all of the Acquired Interests.

Section 1.3 Joinder. Transferee hereby acknowledges and agrees that (a) such Transferee has received and read the Lock-Up Agreement, (b) such Transferee is acquiring the Acquired Interests in accordance with and subject to the terms and conditions of the Lock-Up Agreement, and (c) such Transferee will be treated as a Party (with the same rights and obligations as the Transferor) for all purposes of the Lock-Up Agreement.

Section 1.4 Notice. Any notice, request, demand, waiver or other communications under the Lock-Up Agreement to Transferee shall be given to Transferee at the address set forth on the signature page hereto in accordance with Section 2.1 of the Lock-Up Agreement.

Section 1.5 Governing Law. This Joinder shall be governed by and construed in accordance with the law of the State of Delaware (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof) as to all matters (including Actions related hereto), including matters of validity, construction, effect, performance and remedies.

Section 1.6 Counterparts. This Joinder may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Lock-Up Agreement by by facsimile, PDF signature, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com) or other transmission method by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required. Minor variations in the form of the signature page, including footers from earlier versions of this Lock-Up Agreement or any such other document, will be disregarded in determining a Party's intent or the effectiveness of such signature.

IN WITNESS WHEREOF, this Joinder has been duly executed and delivered by the parties as of the date first above written.

[TRANSFEROR]

By: _____
Name: ____
Title: _____

[TRANSFEREE]

By: _____
Name: ____
Title: _____

Address for notices:

Sema4 to Acquire GeneDx, Strengthening its Market-Leading AI-Driven Genomic and Clinical Data Platform

Business combination projected to deliver $350 million in pro forma 2022 revenue

$200 million private placement from leading growth and life sciences investors, including Pfizer, will fortify transaction and Sema4 balance sheet

Katherine Stueland, CEO of GeneDx and former CCO of Invitae, to join Sema4 as Co-CEO, alongside Eric Schadt, PhD, and become a member of Sema4's Board of Directors

Director Jason Ryan, former CFO of Foundation Medicine, to assume role of Executive Chair of Sema4's Board of Directors, helping to drive synergy and operational efficiency in the combined company

Sema4 to host conference call on January 18, 2022, at 8 a.m. ET

STAMFORD, CT and MIAMI, FL — January 18, 2022 — Sema4 (Nasdaq: SMFR), an AI-driven genomic and clinical data intelligence platform company, and OPKO Health, Inc. (Nasdaq: OPK) ("OPKO"), a multinational biopharmaceutical and diagnostics company, today announced they have signed a definitive agreement for Sema4 to acquire OPKO's wholly owned subsidiary, GeneDx, Inc. ("GeneDx"), a leader in genomic testing and analysis, from OPKO. The acquisition strengthens Sema4's leadership, growth, and scale for its market-leading health intelligence and genomic screening offerings. Together, Sema4 and GeneDx will be one of the largest and most advanced providers of genomic clinical testing in the U.S., with a projected $350 million in pro forma 2022 revenue.

Following completion of the acquisition, Sema4 will be optimally positioned to partner with health systems and biopharma companies to further transform the standard of care throughout the patient health journey. GeneDx's leadership in rare disease diagnostic and exome sequencing services brings more than 300,000 clinical exomes and over 2.1 million expertly annotated phenotypes to strengthen Sema4's 12 million de-identified clinical records for Centrellis®, its proprietary health intelligence platform, and Traversa™, its comprehensive genomic analysis platform for optimizing health screenings. Sema4 plans to leverage this combined health information database to transform patient care and therapeutic development and enable precision medicine for all.

"This acquisition gives us the opportunity to accelerate the use of genomics as standard of care by providing a deeper menu of precision medicine solutions to our health system partners to better meet their clinical needs," said Eric Schadt, PhD, Founder and CEO of Sema4. "Adding GeneDx's comprehensive dataset and capabilities to our offerings enables us to inform on an even broader range of diseases, further closing the gap between the practice of medicine and the availability of more clinically actionable guidance. GeneDx's operational prowess and market-leading cost structure in exome and genome sequencing will also help accelerate our path to improved gross margins and profitability. I am also delighted to welcome Katherine to our leadership team. She and her team's world-class expertise will be critical to our continued growth and success."

Katherine Stueland, President and CEO of GeneDx and former CCO of Invitae, will be appointed as Sema4 co-CEO and is expected to join the Sema4 Board of Directors upon completion of the acquisition. She brings significant commercial and operational experience and will lead overall operational excellence and business planning, and will focus on the diagnostics business. Dr. Schadt will continue to serve Sema4 as co-CEO and as a member of the Board of Directors focusing on leading R&D and the IT platform components of Sema4, the strategic development of Sema4's health intelligence capabilities, and partnerships with health systems and biopharma companies. Together as co-CEOs, Dr. Schadt and Ms. Stueland will drive overall strategy and direction of the company.

"We are excited to join forces with Sema4, a market leader in using genomic and clinical data to deliver precision medicine," said Ms. Stueland. "The complementary fit between our teams, missions, and capabilities is strong. We are eager to put those strengths to work and to make it easier to use data-driven insights to improve healthcare for all. I'm looking forward to partnering with Eric to create an unrivaled family health and health intelligence company, supporting patients making healthcare decisions throughout their lives, from pregnancy and newborn health to adult rare disease, risk assessment, and cancer care."

As part of the transaction, Sema4 has also announced that it has entered into definitive agreements for a $200 million private placement of Sema4 Class A shares from a syndicate of institutional investors, including Pfizer. The acquisition and the private placement (together, the "Transaction") are expected to close concurrently in the second quarter of 2022, subject to a Sema4 stockholder vote and other conditions to closing set forth in the definitive Transaction documents.

Dr. Schadt added: "We are excited to announce this investment with the support of several key institutions, including Pfizer. We believe that genomics and data, when harnessed in partnership with health systems, can be a powerful tool to enable precision medicine by bringing novel therapies to patients faster and more effectively. We hope that this investment may serve as a foundation for potential future collaborations."

Phillip Frost, M.D., Chairman and CEO of OPKO, added: "We believe the sale of GeneDx to Sema4 will unlock untapped value and maximize the value of GeneDx for the benefit of OPKO shareholders. In addition to bolstering our cash position, we will have a significant equity stake in Sema4 at closing, ensuring OPKO and our shareholders continue to participate in the rapidly growing genomics market through a continued investment in GeneDx, which we believe is well positioned to deliver long-term success."

In conjunction with the Transaction, Jason Ryan, a member of Sema4's Board of Directors, former CFO of Foundation Medicine and most recently Chief Operating and Financial Officer of Magenta Therapeutics (Nasdaq: MGTA), will assume the role of Executive Chair of Sema4's Board of Directors. Mr. Ryan has outstanding leadership experience in the life sciences and biotechnology sectors, and an impressive background in finance and scaling businesses. Mr. Ryan succeeds Joshua Ruch, who will continue to serve on Sema4's Board of Directors as the Chairperson of its Compensation Committee.

Based on Sema4's closing stock price as of January 14, 2022, the purchase price is approximately $623 million, including in total upfront cash, stock consideration, and contingent consideration upon commercial milestones.

Sema4 Standalone Fiscal Year 2022 Guidance
Sema4 expects total revenue for fiscal year 2022 to be in the range of $215 million to $225 million, implying 23-29% growth excluding revenue associated with COVID-19, and Sema4 also expects to result over 350,000 tests in 2022 excluding COVID-19 tests. On December 15, 2021, Sema4 announced that it has decided to discontinue COVID-19 testing services by March 31, 2022 and therefore the company expects an immaterial amount of revenue from COVID-19 in 2022.

Acquisition Terms
Under the terms of the agreement, Sema4 will acquire GeneDx for an upfront payment of $150 million in cash plus 80.0 million shares in Sema4, with up to an additional $150 million revenue-based milestones over the next two years (which will be payable in cash or Sema4 shares at Sema4's discretion). Based on the closing stock price of Sema4 as of January 14, 2022, the total upfront consideration represents approximately $473 million, and the total aggregate consideration including potential milestones is approximately $623 million. The acquisition, which has been unanimously approved by the Boards of Directors of both Sema4 and OPKO, is expected to close in the second quarter of 2022, subject to customary closing conditions including approval by the stockholders of Sema4.

Private Placement
In connection with the acquisition, Sema4 has also entered into definitive agreements for a private placement financing to sell $200 million in Class A common stock at a price of $4.00 per share from a syndicate of institutional investors, including Pfizer.

The private placement is expected to substantially close concurrently with close of the acquisition, subject to the satisfaction of customary closing conditions.

Advisors
Goldman Sachs & Co. LLC. acted as financial advisor and Fenwick & West LLP served as legal counsel to Sema4 on the Transaction. J.P. Morgan acted as lead financial advisor and Cowen acted as financial advisor to OPKO on the Transaction. Greenberg Traurig, P.A. served as OPKO's legal counsel. Goldman Sachs & Co. LLC. served as lead placement agent on the private placement. Jefferies LLC, Cowen, and BTIG, LLC also served as placement agents.

Conference Call and Webcast Details

Management will host a conference call and webcast today at 8:00 a.m. ET to discuss the transaction. Following prepared remarks, management will respond to questions from analysts, subject to time limitations.

The live webcast of the call and slide deck may be accessed by visiting the investors section of Sema4's website at ir.sema4.com. A replay of the webcast and conference call will be available shortly after the conclusion of the call and will be archived on Sema4's website.

About Sema4
Sema4 is a patient-centered health intelligence company dedicated to advancing healthcare through data-driven insights. Sema4 is transforming healthcare by applying AI and machine learning to multidimensional, longitudinal clinical and genomic data to build dynamic models of human health and defining optimal, individualized health trajectories. Centrellis®, our innovative health intelligence platform, is enabling us to generate a more complete understanding of disease and wellness and to provide science-driven solutions to the most pressing medical needs. Sema4 believes that patients should be treated as partners, and that data should be shared for the benefit of all.

For more information, please visit sema4.com and connect with Sema4 on Twitter, LinkedIn, Facebook and YouTube.

About GeneDx
GeneDx, Inc. is a global leader in genomics, providing advanced genomic testing to patients and their families. Originally founded by scientists from the National Institutes of Health, GeneDx offers a world-renowned clinical genomics program with industry-leading expertise in exome sequencing for pediatric rare and ultra-rare genetic disorders. In addition to its market-leading exome sequencing service, GeneDx offers a comprehensive suite of genetic testing services,. GeneDx is a subsidiary of BioReference Laboratories, Inc., a wholly owned subsidiary of OPKO Health, Inc. To learn more, please visit http://www.genedx.com.

About OPKO Health
OPKO is a multinational biopharmaceutical and diagnostics company that seeks to establish industry-leading positions in large, rapidly growing markets by leveraging its discovery, development, and commercialization expertise and novel and proprietary technologies. For more information, visit www.opko.com.

Cautionary Statement Regarding Forward Looking Statements

This press release contains certain forward-looking statements within the meaning of the federal securities laws with respect to the proposed transactions, including statements regarding the anticipated benefits of the transactions, the anticipated timing of the transactions, expansion plans, projected future results and market opportunities of Sema4 and OPKO. These forward-looking statements generally are identified by the words “believe,” “project,” “expect,” “anticipate,” “estimate,” “intend,” “strategy,” “future,” “opportunity,” “plan,” “may,” “should,” “will,” “would,” “will be,” “will continue,” “will likely result,” and similar expressions. Forward-looking statements are predictions, projections and other statements about future events that are based on current expectations and assumptions and, as a result, are subject to risks and uncertainties. Many factors could cause actual future events to differ materially from the forward-looking statements in this press release, including but not limited to: (i) the risk that the transactions may not be completed in a timely manner or at all, which may adversely affect the price of Sema4’s or OPKO’s securities, (ii) the risk that the transactions may not be completed by the acquisition deadline and the potential failure to obtain an extension of the acquisition deadline if sought by either of the parties, (iii) the failure to satisfy the conditions to the consummation of the transactions, including approval by the stockholders of Sema4 of the issuance of the stock consideration pursuant to the merger agreement, the ratification of the required consent condition, the satisfaction of the pre-closing restructuring conditions and the other conditions specified in the merger agreement, (iii) the inability to complete the private placement financing in connection with the transactions and the fact that Sema4’s obligation to consummate the mergers is not conditioned on the completion of the private placement financing, (iv) the occurrence of any event, change or other circumstance that could give rise to the termination of the merger agreement, (vi) the effect of the announcement or pendency of the transactions on Sema4’s or GeneDx’s business relationships, operating results and business generally, (vii) risks that the transactions disrupt current plans and operations of Sema4 or GeneDx and potential difficulties in Sema4 or GeneDx employee retention as a result of the transactions, (viii) the outcome of any legal proceedings that may be instituted against Sema4 or GeneDx related to the merger agreement or the transactions, (ix) the ability to maintain the listing of Sema4’s securities on the Nasdaq Global Select Market, (x) the price of Sema4’s

securities may be volatile due to a variety of factors, including changes in the competitive and highly regulated industries in which Sema4 and GeneDx operate, variations in operating performance across competitors, and changes in laws and regulations affecting Sema4's or GeneDx's business, (xi) the ability to implement business plans, forecasts, and other expectations after the completion of the transactions, and identify and realize additional opportunities, (xii) the risk of downturns and a changing regulatory landscape in the highly competitive healthcare industry, (xiii) the size and growth of the markets in which each of Sema4 and GeneDx operates, and (xiv) the risk that GeneDx will not achieve the revenue targets and that OPKO would not receive the $150 million revenue-based milestones. The foregoing list of factors is not exhaustive. You should carefully consider the foregoing factors and the other risks and uncertainties described in the "Risk Factors" section of Sema4's and OPKO's respective Quarterly Reports on Form 10-Q for the fiscal quarter ended September 30, 2021, filed with the U.S. Securities and Exchange Commission (the "SEC") and other documents filed by Sema4 and OPKO from time to time with the SEC, as well as those risk factors described under the heading "Risk Factors" in OPKO's Annual Report on Form 10-K filed with the SEC on February 18, 2021 and other documents filed by OPKO from time to time with the SEC. These filings identify and address other important risks and uncertainties that could cause actual events and results to differ materially from those contained in the forward-looking statements. Forward-looking statements speak only as of the date they are made. Readers are cautioned not to put undue reliance on forward-looking statements, and OPKO and Sema4 assume no obligation and do not intend to update or revise these forward-looking statements, whether as a result of new information, future events, or otherwise. None of OPKO, GeneDx nor Sema4 gives any assurance that any of OPKO, GeneDx or Sema4 or the combined company will achieve its expectations.

Additional Information and Where to Find It / Non-Solicitation

In connection with the proposed transactions, Sema4 intends to file a proxy statement with the SEC. The proxy statement will be sent to the stockholders of Sema4. Sema4 also will file other documents regarding the proposed transactions with the SEC. BEFORE MAKING ANY VOTING DECISION, INVESTORS AND SECURITY HOLDERS OF SEMA4 ARE URGED TO READ THE PROXY STATEMENT AND ALL OTHER RELEVANT DOCUMENTS FILED OR THAT WILL BE FILED WITH THE SEC IN CONNECTION WITH THE PROPOSED TRANSACTIONS AS THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED TRANSACTIONS. Investors and security holders will be able to obtain free copies of the proxy statement and all other relevant documents filed or that will be filed with the SEC by Sema4 through the website maintained by the SEC at www.sec.gov.

The documents filed by Sema4 with the SEC also may be obtained free of charge at Sema4's investor relations portion of its website at www.sema4.com or upon written request to Sema4 Holdings Corp., 333 Ludlow Street, North Tower, 8th Floor, Stamford, Connecticut, 06902.

Participants in Solicitation

Sema4 and GeneDx and their respective directors and executive officers may be deemed to be participants in the solicitation of proxies from Sema4's stockholders in connection with the proposed transactions. Information about Sema4's directors and executive officers and their ownership of Sema4's securities is set forth in Sema4's filings with the SEC. To the extent that holdings of Sema4's securities have changed since the amounts printed in Sema4's Registration Statement on Form S-1 (File No. 333-258467), such changes have been or will be reflected on Statements of Change in Ownership on Form 4 filed with the SEC. A list of the names of such directors and executive officers and information regarding their interests in the acquisition will be contained in the proxy statement when available. You may obtain free copies of these documents as described in the preceding paragraph.

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Exhibit 99.2
sema4
Acquiring GeneDx to Strengthen our
Market-Leading AI-Driven Genomic &
Clinical Data Platform

Disclaimer

This confidential presentation (this "presentation") is being delivered to you by Sema4 Holdings Corp. ("Sema4") and GeneDx, Inc. ("GeneDx") for use by and Sema4 and GeneDx in connection with Sema4's proposed acquisition of GeneDx and Sema4's proposed offering of Class A common stock ("common stock") in a private placement (the "Transaction"). Any reproduction or distribution of this presentation, in whole or in part, or the disclosure of its contents, without the prior consent of Sema4 or GeneDx is prohibited. By accepting this presentation, each recipient and its directors, partners, officers, employees, attorney(s), agents and representatives (the "recipient") agrees: (i) to maintain the confidentiality of all information that is contained in this presentation and not already in the public domain; and (ii) to return or destroy all copies of this presentation or portions thereof in its possession following the request for the return or destruction of such copies.

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This presentation contains "forward-looking statements" under the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995. Sema4's and GeneDx's actual results may differ from their expectations, estimates and projections and consequently, you should not rely on these forward-looking statements as predictions of future events. Words such as "may," "might," "will," "could," "would," "should," "expect," "intend," "plan," "objective," "anticipate," "believe," "estimate," "predict," "potential," "continue," "ongoing," or the negative of these terms, or other comparable terminology intended to identify statements about the future. Forward-looking statements contained in this presentation include, but are not limited to, statements about: Sema4's and GeneDx's expectations with respect to future performance and anticipated financial impacts of the Transaction, the satisfaction of closing conditions to the Transaction and the timing of the completion of the Transaction. These forward-looking statements involve significant risks and uncertainties that could cause the actual results to differ materially from the expected results. Most of these factors are outside Sema4's and GeneDx's control and are difficult to predict. Factors that may cause such differences include, but are not limited to: (1) the outcome of any legal proceedings that may be instituted against Sema4 or GeneDx following the announcement of the Transaction; (2) the inability to complete the Transaction, including due to the inability to concurrently close the merger and the private placement of common stock or due to failure to obtain approval of the stockholders of Sema4; (3) delays in obtaining, adverse conditions contained in, or the inability to obtain necessary regulatory approvals or complete regular reviews required to complete the Transaction; (4) the risk that the Transaction disrupts current plans and operations as a result of the announcement and consummation of the Transaction; (5) the inability to recognize the anticipated benefits of the Transaction, which may be affected by, among other things, competition, the ability of the combined company to grow and manage growth profitably, maintain relationships with customers and suppliers and retain its key employees; (6) costs related to the Transaction; (7) changes in the applicable laws or regulations; (8) the possibility that the combined company may be adversely affected by other economic, business, and/or competitive factors; (9) the impact of the global COVID-19 pandemic; and (10) other risks and uncertainties indicated from time to time described in Sema4's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2021, the proxy statement relating to the Transaction, including those under "Risk Factors" therein, and in Sema4's other filings with the U.S. Securities and Exchange Commission (the "SEC"). Sema4 and GeneDx caution that the foregoing list of factors is not exclusive and not to place undue reliance upon any forward-looking statements, including projections, which speak only as of the date made. Moreover, Sema4 and GeneDx operate in a very competitive and rapidly changing environment. New risks emerge from time to time. Except as required by law, neither Sema4 nor GeneDx undertakes any obligation to update publicly any forward-looking statements for any reason after the date of this presentation to conform these statements to actual results or to changes in their expectations.

Industry and Market Data

In this presentation, Sema4 and GeneDx rely on and refer to publicly available information and statistics regarding market participants in the sectors in which Sema4 and GeneDx compete and other industry data. Any comparison of Sema4 or GeneDx to the industry or to any of their competitors is based on this publicly available information and statistics and such comparisons assume the reliability of the information available to Sema4 and GeneDx. Sema4 and GeneDx obtained this information and statistics from third-party sources, including reports by market research firms and company filings. While Sema4 and GeneDx believe such third-party information is reliable, there can be no assurance as to the accuracy or completeness of the indicated information. Neither Sema4 nor GeneDx has independently verified the information provided by the third-party sources.

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Financial and Other Information

The financial information contained in this presentation has been taken from or prepared based on the historical financial statements of GeneDx for the periods presented. An audit of the annual financial statements is in process. Accordingly, such financial information and data may not be included in, may be adjusted in or may be presented differently in any proxy statement to be filed with the SEC by Sema4 in connection with the Transaction. GeneDx has not yet completed its closing procedures for the three months ended December 31, 2021. This presentation contains certain estimated preliminary financial results and key operating metrics for the year ended December 31, 2021 and the three and nine months ended September 30, 2021. This information is preliminary and subject to change. As such, GeneDx's actual results may differ from the estimated preliminary results presented here and will not be finalized until GeneDx completes its year-end accounting procedures. This presentation includes non-GAAP financial measures, including Adjusted Gross Profit Margin. Adjusted Gross Margin is defined as Adjusted Gross Profit divided by revenue. Adjusted Gross Profit is defined as revenue less cost of services, excluding stock-based compensation expense, and COVID-19 costs. Management believes that these non-GAAP measures of financial results are useful in evaluating the Sema4's operating performance compared to that of other companies in its industry, as this metric generally eliminates the effects of certain items that may vary from company to company for reasons unrelated to overall operating performance.

Additional Information and Where to Find It / Non-Solicitation

In connection with the proposed Transaction, Sema4 intends to file a preliminary proxy statement on Schedule 14A with the SEC. Following the filing of the definitive proxy statement with the SEC, the definitive proxy statement will be sent to the stockholders of Sema4. Sema4 also will file other documents regarding the proposed transaction with the SEC. Before making any voting decision, investors and security holders of Sema4 are urged to read the proxy statement and all other relevant documents filed or that will be filed with the SEC in connection with the proposed Transaction as they become available because they will contain important information about the proposed Transaction. Investors and security holders will be able to obtain free copies of the proxy statement and all other relevant documents filed or that will be filed with the SEC by Sema4 through the website maintained by the SEC at www.sec.gov.

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No Offer or Solicitation

These communications do not constitute an offer to sell or the solicitation of an offer to buy any securities, or a solicitation of any vote or approval, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act, or an exemption therefrom.

sema4 + GeneDx

Enhancing Our Reach into Health Systems and Pharma

Leading Franchise in Women's Health[1]
Leading Franchise in Rare Disease[1]
Accelerated Adoption of our Oncology Portfolio
Unparalleled capabilities in data[1]

Increased Scale and Growth

$350M in Revenue (FY22E Pro Forma)[2]

30% CAGR (Long-term)[2]

Total Acquisition Consideration up to $623M[3]

$473M Upfront
Up to $150M Revenue Milestones

Accelerating Profitability

16% Gross Margin (FY22 Pro Forma)[2]
50% Gross Margin (FY25 Target)[2]
Positive FCF (by YE25)[2]

$200 Million Private Placement by leading investors including Pfizer

[1] Based on Company estimates
[2] Estimated and pro forma results are subject to certain assumptions, risks and uncertainties and assume the business operated as one company beginning January 1, 2022. See Disclaimer on slide 2.
[3] Based on the closing price of SMFR common stock of $4.04 on January 14, 2022

sema4 + GeneDx

Deal Rationale

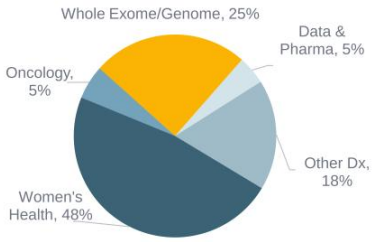
1. Health Systems: Accelerating uptake of the clinical exome into our core channels
2. Data: Leveraging GeneDx's market-leading exome database with Sema4's Centrellis® platform
3. Scale: Market leader in Women's Health and market leader in Rare Disease
4. Synergy: Accelerating our path to profitability

Clinical NGS
80%+ of 2022E pro forma revenue

Clinical Exomes
30% of revenue growing to 80% next few years[2]

Managing 46+ petabytes of data growing at an accelerated pace

2022E Pro Forma Revenue[1]



Our Health System Partners serve 20M+ patients

NorthShore University HealthSystem
Avera
AdventHealth
Mount Sinai

[1] Estimated and pro forma results are subject to certain assumptions, risks and uncertainties. See Disclaimer on slide 2.
[2] Clinical exomes includes "Whole Exome/Genome" and "Oncology" 2022E pro forma revenue.

Who is GeneDx?

Product: #1 rare disorders franchise with industry-leading clinical exome sequencing[1]	**300K+** Clinical exomes sequenced – most by any company[1]	**70%** market share among clinicians ordering **exomes**[1]	Definitive diagnosis in **20% more** cases and **27% fewer** uncertain findings vs. public data sets[1]	
Competitive Advantage: Industry-leading curated data asset[1]	**9 years** of clinical exome sequencing	**2.1M** Expertly annotated phenotypes[2]	**300** Gene discovery publications since 2015[2]	**95%** Reduction in interpretation COGS since 2013
Talent: Experienced management and engineering team with deep genetics expertise	**100+** MDs / PhDs[3]	**~70** Commercial experts in sales, marketing, market access, product, BD[3]	**300** Gene discovery publications since 2015[1]	
Relationships: Entrenched relationships with leading hospitals	**100+** U.S. children's hospitals have contracts with GeneDx	**$116M** Estimated 2021 revenues[4]	**145K** Estimated 2021 test volume	

[1] Company Estimates
[2] Includes NEJM, Nature, and JAMA
[3] As of December 31, 2021
[4] GeneDx's estimates of its Full Year 2021 revenue are subject to revision, which could be material, as it completes the preparation of its 2021 year-end financial statements.

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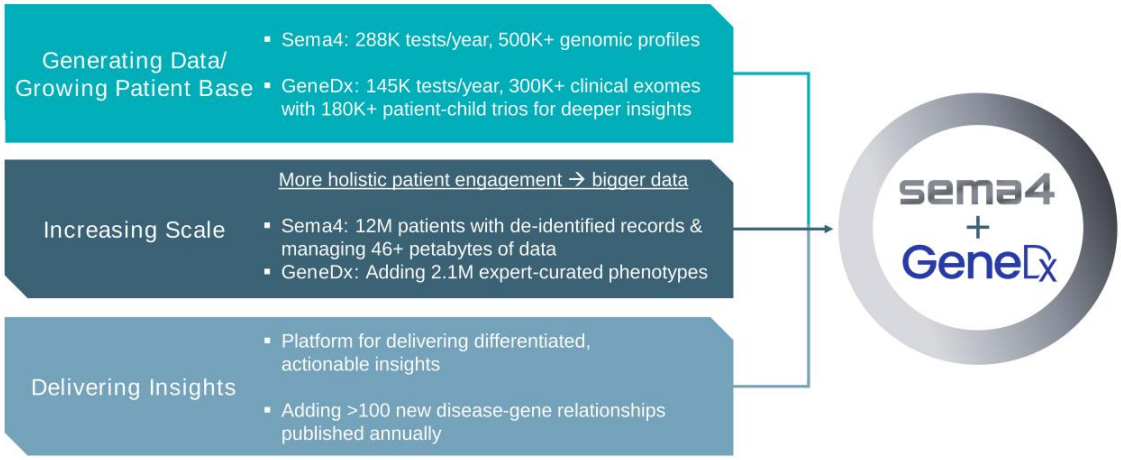
A Market-Leading AI-Driven Genomic & Clinical Data Platform



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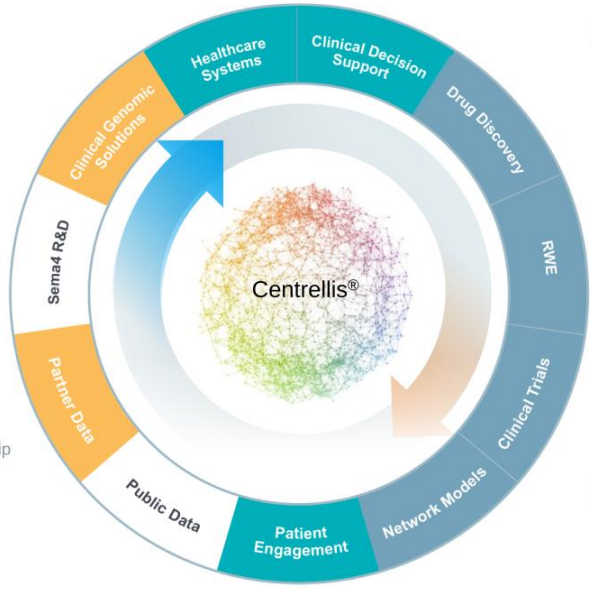
Enhancing Our Reach into Health Systems & Biopharma

sema4 + GeneDx



- Health System Dominant Partnership
- Pharma Dominant Partnership
- HS-Pharm Synergistic Partnership

gsk
Molecular Profiling and Real-World Evidence

Merus
Patient ID and Recruitment

SANOFI
Drug Discovery Collaboration

janssen
Clinical Trial Match and Recruitment into Trials w/Health System Partners

Lilly
Precision Medicine Drug Screening Collaboration

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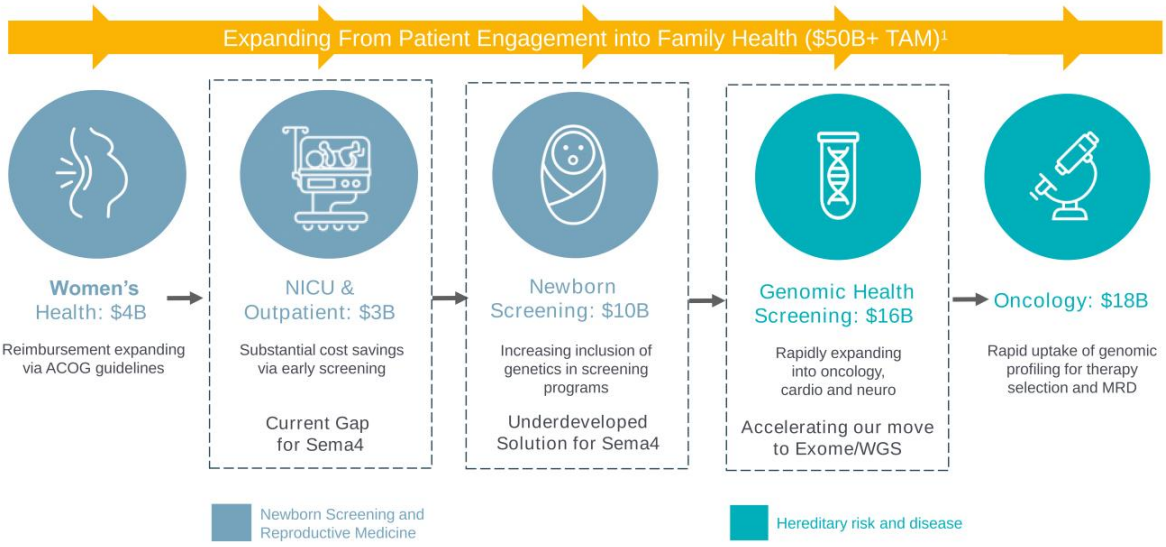
Broader Portfolio Increases Longitudinal Engagement and Enhances Centrellis®



[1] Addressable Markets Source: Company Estimates

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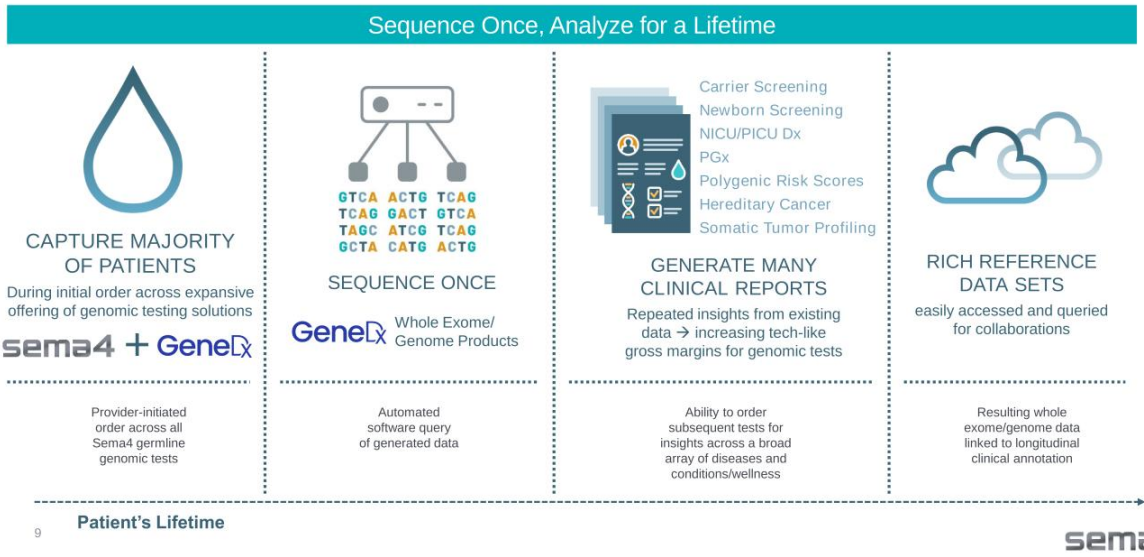
Accelerating Our "One Test" Platform with GeneDx's Universal Genomics Chassis



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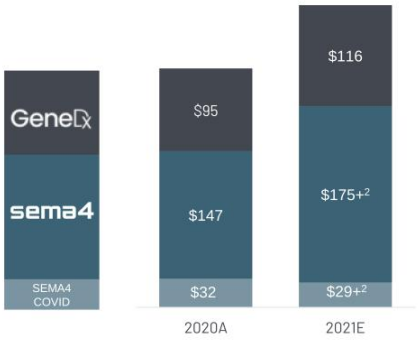
Deal Structure & Financing Terms

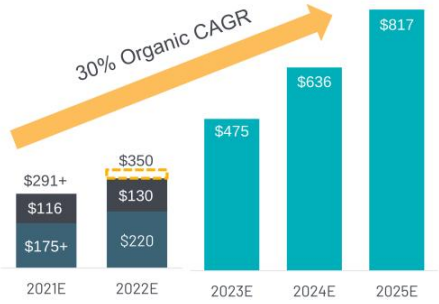
Illustrative Pro Forma Revenue Growth and Path to Profitability[1]

Standalone Revenue
(Historical and Estimated, $ millions)



Pro Forma
(ex-COVID, $ millions)

Long-Term Growth



	2021E	2022E	2023E	2024E	2025E
Revenue Growth[3]	+20%	+21%	+36%	+34%	+28%
Adjusted Gross Margin	5%	16%	33%	43%	50%
Proforma FCF[4] ($mm)	($226)	($271)	($199)	($99)	$33

2022 GeneDx milestone target is $163M vs GeneDx revenue guidance of $130M[5]

[1] Estimated and pro forma results non-GAAP and are subject to certain assumptions, risks and uncertainties. See Disclaimer on slide 2.
[2] Based on Sema4's FY2021 Guidance of $204-206M which includes COVID-19 revenue
[3] Revenue growth excludes COVID-19 revenue
[4] Proforma FCF excludes one-time transaction and integration expenses
[5] Milestone payment triggers at 90% of threshold

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Summary Acquisition Terms

Upfront Value	Cash	$150M
	Equity	$323M (80.0M @ $4.04/share)[1]
	Total Upfront	$473M
Milestone Payments	2022 GeneDx Revenue	$163M in 2022 GeneDx revenue = up to $112.5M milestone in cash or SMFR equity[2]
	2023 GeneDx Revenue	$219M in 2023 GeneDx revenue = up to $37.5M milestone in cash or SMFR equity[2]
Total	Acquisition Multiples	Upfront consideration $473M = 3.6x multiple on 2022 base case revenue of $130M Total consideration $623M = 2.8x multiple on 2023 milestone target revenues

Timing	Expected closing in Q2, subject to Sema4 stockholder approval and customary conditions
Pro Forma Capitalization	~$400M balance sheet cash pro forma for transaction provides ample flexibility

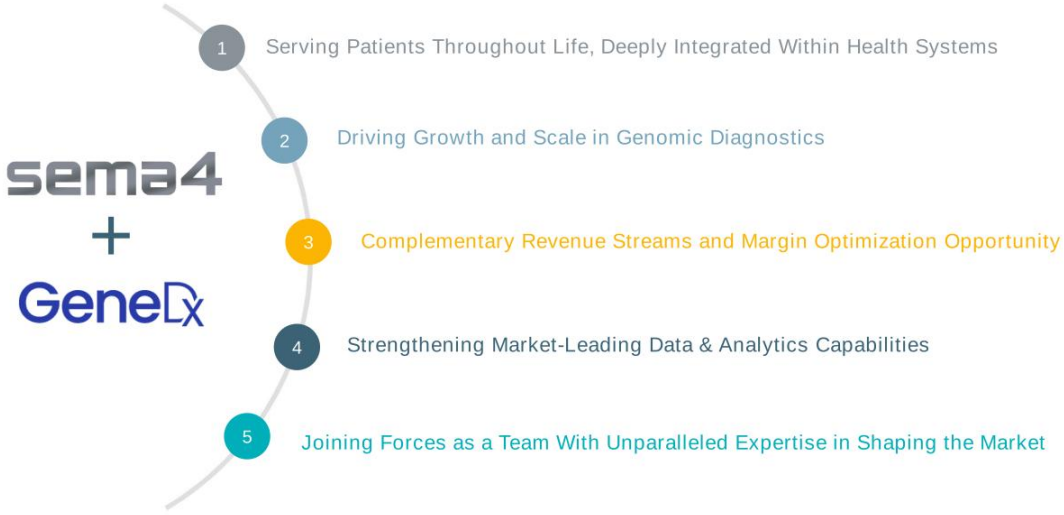
[1] Upfront shares of common stock fixed at 80.0M shares. Value calculated based on SMFR closing price of $4.04 on January 14, 2022
[2] 80% of milestone payment paid if 90%+ of revenue target is achieved. Milestone payment paid in cash or shares of SMFR at Sema4's discretion

$200M in Committed Financing Alongside The Acquisition

Private placement from leading growth and life sciences investors, including Pfizer to fund the upfront cash portion of the GeneDx acquisition, transaction costs, and to fuel future growth

	Equity
Form	PIPE (Common Stock)
Size	$200M
Terms/Pricing	$4.00
Shares	50M
Expected Closing Date	Substantially concurrent with close of the acquisition, subject to the satisfaction of customary closing conditions.

Creating the Leading Genomic Data Platform, from Generation to Insights



Q&A

Appendix

Leadership: Focused on Scaling and Driving Operational Excellence

CO-CEO STRUCTURE

Eric Schadt
Founder & CEO,
Sema4

Focus on: Strategic Partnerships & R&D

Katherine Stueland
President & CEO,
GeneDx

Focus on: Commercial & Operations

BOARD OF DIRECTORS[1]


Jason Ryan


Eli Casdin


Dennis Charney


Emily Leproust


Mike Pellini


Joshua Ruch

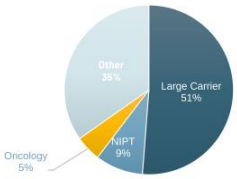
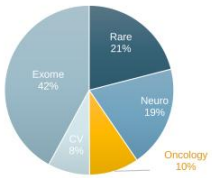
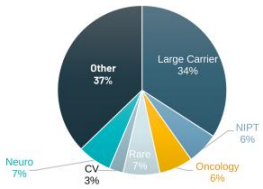

Rachel Sherman


Nat Turner


OpkoTBD

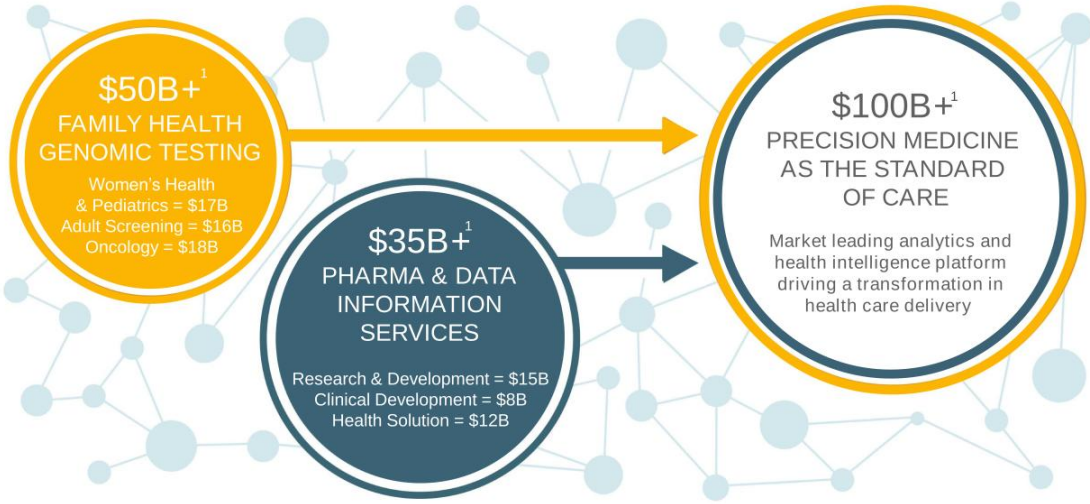
[1] Post Transaction Board of Directors includes Eric Schadt & Katherine Stueland

Business Mix (2021)

	sema4 FY2021E[1]	GeneDx FY2021E[1]	Pro Forma[1]
REVENUE	$204-206M	$116M	$320-322M
% Growth	19%[2]	22%	20%[2]
VOLUME	288K[1]	145K	430K
% Growth	37%[2]	29%	35%[2]
TEST MIX			

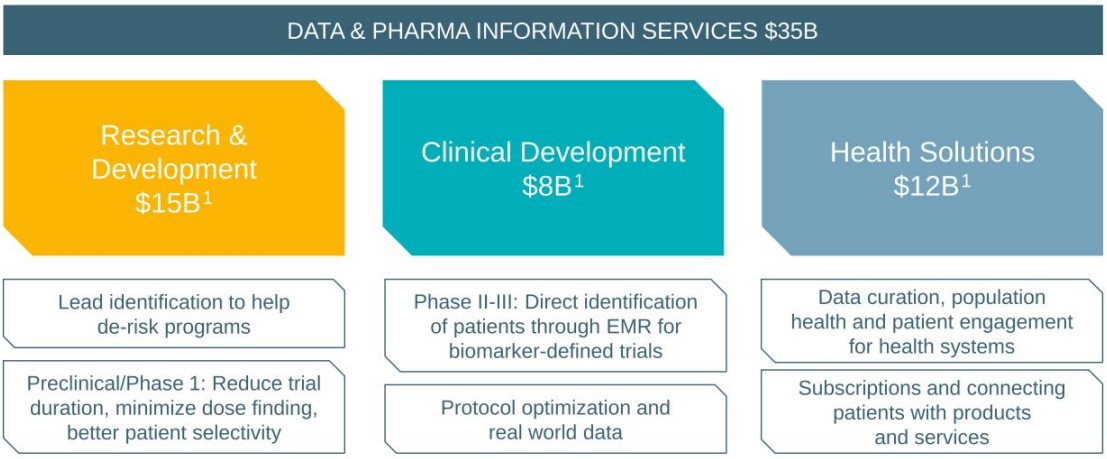
[1] Estimated and pro forma results are subject to certain assumptions, risks and uncertainties. See Disclaimer on slide 2.
[2] Represents growth excluding COVID revenues and volumes

Providing Direct Access to Huge Tangible and Addressable Markets



[1] Source: Company Estimates

Depth and Breadth of Combined Dataset to Catalyze Secondary Data Monetization



[1] Source: Company Estimates