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

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

ORASURE TECHNOLOGIES, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

36-4370966
(I.R.S. Employer
Identification No.)

**220 East First Street
Bethlehem, Pennsylvania**
(Address of Principal Executive Offices)

18015
(Zip Code)

**INDUCEMENT RESTRICTED SHARE AWARD AGREEMENT
INDUCEMENT RESTRICTED UNIT AWARD AGREEMENT**
(Full Title of the Plan)

**Carrie Eglinton Manner
President and Chief Executive Officer
OraSure Technologies, Inc.
220 East First Street
Bethlehem, Pennsylvania 18015**
(Name and address of agent for service)

(610) 882-1820
(Telephone number, including area code, of agent for service)

with a copy to:

**Rachael M. Bushey
Jennifer L. Porter
Goodwin Procter LLP
2929 Arch Street
Suite 1700
Philadelphia, PA 19104
(445) 207-7806**

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

Large accelerated filer
Non-accelerated filer

Accelerated filer
Smaller reporting company
Emerging growth company

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

EXPLANATORY NOTE

This Registration Statement on Form S-8 for OraSure Technologies, Inc. (the "Registrant") registers shares of common stock, \$0.000001 par value per share (the "Common Stock") issuable pursuant to the inducement awards, as described below. To induce an individual to accept employment, the Registrant granted the following equity awards to such individual (the "Inducement Awards") on the dates detailed below:

- Restricted stock awards with respect to an aggregate of 1,140,762 shares of Common Stock granted to one employee on June 4, 2022;
- Performance restricted stock unit award with respect to an aggregate 325,932 shares of Common Stock granted to one employee on June 4, 2022; and
- Restricted stock awards with respect to an aggregate of 181,339 shares of Common Stock granted to two employees on August 8, 2022.

Each Inducement Award was approved by the Registrant's board of directors in compliance with and in reliance on Nasdaq Listing Rule 5635(c)(4). The Inducement Awards were granted outside of the OraSure Technologies, Inc. Stock Award Plan, as amended, and the Registrant's predecessor plans.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The information called for in Part I of Form S-8 is not being filed with or included in this Registration Statement (by incorporation by reference or otherwise) in accordance with the rules and regulations of the Securities and Exchange Commission (the "Commission").

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents of the Registrant, filed or to be filed with the Commission are incorporated by reference in this Registration Statement as of their respective dates:

- (a) The Registrant's [Annual Report on Form 10-K](#) for the fiscal year ended December 31, 2022, filed with the Commission on March 3, 2023;
- (b) The Registrant's Current Reports on Form 8-K (other than portions thereof furnished under Item 2.02 or Item 7.01 of Form 8-K and exhibits accompanying such reports that are related to such items) filed on [February 14, 2023](#) and on [March 16, 2023](#);
- (c) The description of the Registrant's Common Stock contained in [Exhibit 4.1](#) the Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2022, including any amendment or report filed for the purpose of updating such description; and
- (d) All documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended (the "[Exchange Act](#)"), prior to the filing of a post-effective amendment to this Registration Statement, which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference into this Registration Statement; provided, however, that documents, reports and definitive proxy or information statements, or portions thereof, which are furnished and not filed in accordance with the rules of the Commission shall not be deemed incorporated by reference into this Registration Statement.

Any statement contained herein or in a document, all or a portion of which is incorporated or deemed to be incorporated by reference herein, shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or amended, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Section 145 of the Delaware General Corporation Law permits a corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation), by reason of the fact that he is or was a director, officer, employee or agent of the corporation or another enterprise if serving at the request of the corporation. Depending on the character of the proceeding, a corporation may indemnify against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the person indemnified acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person's conduct was unlawful.

In the case of an action by or in the right of the corporation, no indemnification may be made with respect to any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Delaware Court of Chancery or the court in which such action or suit was brought shall determine that, despite the adjudication of liability, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper. Section 145 further provides that to the extent a director, officer, employee or agent of a corporation has been successful in the defense of any action, suit or proceeding referred to above, or in the defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

Delaware law authorizes a corporation to limit or eliminate the personal liability of its directors for monetary damages for breach of a director's fiduciary duty of care. Delaware law further enables corporations to limit available relief to equitable remedies such as injunction or rescission. Absent the limitations authorized by Delaware law, directors are accountable for monetary damages for conduct constituting gross negligence in the exercise of their duty of care. The Registrant's Certificate of Incorporation limits the liability of its directors to the fullest extent permitted by Delaware law. Accordingly, the Registrant's directors will not be personally liable to the Registrant or its stockholders for monetary damages for breach of a fiduciary duty as a director, except for liability for breach of the duty of loyalty, for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, for the unlawful payments of dividends or unlawful stock repurchases or redemptions as provided in Section 174 of the General Corporation Law of the State of Delaware, or for any transaction in which a director has derived an improper personal benefit.

The Registrant's Bylaws require it to indemnify to the fullest extent permitted by Delaware law any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in our right) by reason of the fact that such person is or was a director, officer, employee or agent of the Registrant, or is or was serving at the request of the Registrant as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise. Indemnification is not, however, permitted under the Bylaws unless the person acted in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that such person's conduct was unlawful. The Bylaws further provide that the Registrant shall not indemnify any person for any liabilities or expenses incurred by such person in connection with an action, suit or proceeding by or in the right of the Registrant in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Registrant (or such other corporation or organization) unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The indemnification provided by the Bylaws is not exclusive of any other rights to which those seeking indemnification may be otherwise entitled.

The Registrant's has entered into indemnification agreements with certain of its directors and officers. The indemnification agreements provide that the Registrant will indemnify these directors and officers against all liabilities and expenses actually and reasonably incurred in connection with any action, suit or proceeding (including an action by or in the right of the Registrant) to which any of them is, was or at any time becomes a party, or is threatened to be made a party, by reason of their status as a director or officer, or by reason of their serving or having served at the request or on behalf of the Registrant as a director, officer, trustee or in any other comparable position of any other enterprise to the fullest extent allowed by law.

The Registrant has also obtained director's and officer's liability insurance.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

The following exhibits are filed herewith or incorporated by reference as part of this Registration Statement:

| Exhibit Number | Description |
|----------------|---|
| 4.1 | Certificate of Incorporation of OraSure Technologies, Inc. (incorporated by reference to Exhibit 3.1 to the Registrant's Registration Statement on Form S-4 (No. 333-39210), filed June 14, 2000). |
| 4.2 | Certificate of Amendment to Certificate of Incorporation dated May 23, 2000 (incorporated by reference to Exhibit 3.1.1 to the Registrant's Registration Statement on Form S-4 (No. 333-39210), filed June 14, 2000). |
| 4.3 | Bylaws of OraSure Technologies, Inc., as amended and restated as of February 19, 2018 (incorporated by reference to Exhibit 3.2 to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2017). |
| 4.4 | Specimen certificate representing shares of OraSure Technologies, Inc. \$.000001 par value Common Stock is incorporated by reference to Exhibit 4.1 to the Registrant's Registration Statement on Form S-4 (No. 333-39210). |
| 5.1* | Opinion of Goodwin Procter LLP. |
| 23.1* | Consent of KPMG LLP. |
| 23.2* | Consent of Goodwin Procter LLP (included in Exhibit 5.1). |
| 24.1* | Power of Attorney (included in signature page to this Registration Statement). |
| 99.1* | Form of Inducement Restricted Share Award Agreement. |
| 99.2* | Form of Inducement Restricted Unit Award Agreement. |
| 107* | Filing Fee Table. |

* Filed Herewith

Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

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

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

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

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

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

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

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

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

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

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Bethlehem, Commonwealth of Pennsylvania, on this 27th day of March 2023.

ORASURE TECHNOLOGIES, INC.

By: /s/ Carrie Eglinton Manner

Name: Carrie Eglinton Manner

Title: President and Chief Executive Officer

POWER OF ATTORNEY

We, the undersigned officers and directors of OraSure Technologies, Inc., hereby severally constitute and appoint Carrie Eglinton Manner and Kenneth J. McGrath, our true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution in her or him for her or him and in her or his name, place and stead, and in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as full to all intents and purposes as she or he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or her or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

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

| <u>Signature</u> | <u>Title</u> | <u>Date</u> |
|---|---|----------------|
| <u>/s/ Carrie Eglinton Manner</u> Carrie Eglinton Manner | President, Chief Executive Officer and Director (principal executive officer) | March 27, 2023 |
| <u>/s/ Kenneth J. McGrath</u> Kenneth J. McGrath | Chief Financial Officer (principal financial officer) | March 27, 2023 |
| <u>/s/ Michele Anthony</u> Michele Anthony | Senior Vice President, Controller & Chief Accounting Officer (principal accounting officer) | March 27, 2023 |
| <u>/s/ Mara G. Aspinall</u> Mara G. Aspinall | Director | March 27, 2023 |
| <u>/s/ James A. Datin</u> James A. Datin | Director | March 27, 2023 |
| <u>/s/ Nancy J. Gagliano, M.D., MBA</u> Nancy J. Gagliano, M.D., MBA | Director | March 27, 2023 |
| <u>/s/ Lelio Marmora</u> Lelio Marmora | Director | March 27, 2023 |
| <u>/s/ David J. Shulkin, M.D.</u> David J. Shulkin, M.D. | Director | March 27, 2023 |
| <u>/s/ Anne C. Whitaker</u> Anne C. Whitaker | Director | March 27, 2023 |



Goodwin Procter LLP
2929 Arch Street, Suite #1700
Philadelphia, PA 19104

goodwinlaw.com
+1 445 207 7800

March 27, 2023

OraSure Technologies, Inc.
220 East First Street
Bethlehem, Pennsylvania 18015

Re: Securities Being Registered under Registration Statement on Form S-8

We have acted as counsel to you in connection with your filing of a Registration Statement on Form S-8 (the "Registration Statement") pursuant to the Securities Act of 1933, as amended (the "Securities Act"), on or about the date hereof relating to an aggregate of 1,648,033 shares (the "Shares") of Common Stock, \$0.000001 par value per share ("Common Stock"), of OraSure Technologies, Inc., a Delaware corporation (the "Company"), that may be issued pursuant to the Company's Inducement Restricted Share Award Agreement and Inducement Restricted Unit Award Agreement with certain employees, which were granted as inducements material to the individuals party thereto entering into employment with the Company (the "Inducement Grant Agreements").

We have reviewed such documents and made such examination of law as we have deemed appropriate to give the opinions set forth below. We have relied, without independent verification, on certificates of public officials and, as to matters of fact material to the opinion set forth below, on certificates of officers of the Company.

The opinion set forth below is limited to the Delaware General Corporation Law.

For purposes of the opinion set forth below, we have assumed that no event occurs that causes the number of authorized shares of Common Stock available for issuance by the Company to be less than the number of then unissued Shares.

Based on the foregoing, we are of the opinion that the Shares have been duly authorized and, upon issuance and delivery against payment therefor in accordance with the terms of the Inducement Grant Agreements, will be validly issued, fully paid and nonassessable.

This opinion letter and the opinion it contains shall be interpreted in accordance with the Core Opinion Principles as published in *74 Business Lawyer* 815 (Summer 2019).

We hereby consent to the inclusion of this opinion as Exhibit 5.1 to the Registration Statement. In giving our consent, we do not admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations thereunder.

Very truly yours,

/s/ GOODWIN PROCTER LLP

GOODWIN PROCTER LLP

Consent of Independent Registered Public Accounting Firm

We consent to the use of our reports dated March 3, 2023, with respect to the consolidated financial statements of OraSure Technologies, Inc., and the effectiveness of internal control over financial reporting, incorporated herein by reference.

/s/ KPMG LLP

Philadelphia, Pennsylvania
March 24, 2023

RESTRICTED SHARE INDUCEMENT AWARD AGREEMENT

This Restricted Share Inducement Award Agreement (“Agreement”) is entered into as of [DATE] between **OraSure Technologies, Inc.**, a Delaware corporation (“OraSure” or the “Company”), and [Recipient] (“Participant”).

OraSure hereby awards to the Participant the number of restricted shares of OraSure common stock set forth in Section 1.2 of this Agreement, subject to the restrictions and on the terms and conditions set forth herein (the “Award”).

OraSure and Participant agree as follows:

1. Grant of Restricted Shares.

- 1.1 Incorporation of Plan Terms.** This Award constitutes a non-plan “inducement award” as contemplated by NASDAQ Listing Rule 5635(c)(4) and is therefore not made pursuant to the OraSure Technologies, Inc. Stock Award Plan (the “Plan”). Nonetheless, the terms and provisions of the Plan are hereby incorporated into this Agreement by this reference, as if this Award had been granted pursuant to the Plan. Capitalized terms used but not defined herein will have the same meaning as defined in the Plan. A copy of the Plan has been provided to the Participant along with this Agreement.
- 1.2 Shares Subject to Award.** Subject to the terms and conditions of this Agreement, OraSure hereby issues to Participant [xxx,xxx] shares of Common Stock (the “Restricted Shares”). The Restricted Shares shall Vest in accordance with Appendix A, subject to Participant’s continued employment by OraSure or its Subsidiaries (except as otherwise provided herein). This Award is in full satisfaction of OraSure’s obligations under Section [Section #] of that certain Employment Agreement between OraSure and Participant dated [Date of employment agreement] (the “Employment Agreement”).

2. Terms of Restricted Shares. The Restricted Shares shall be subject to all applicable provisions of the Plan and to the following terms and conditions:

- 2.1 Transfer Restrictions.** None of the Restricted Shares, nor any rights with respect thereto, may be sold, assigned, transferred, pledged, encumbered, or otherwise disposed of, voluntarily or involuntarily, until such Shares become Vested in accordance with this Agreement. The foregoing restrictions are in addition to any other restrictions on transfer of the Restricted Shares arising under federal or state securities laws or other agreements with OraSure. Any purported sale, assignment, transfer, pledge, encumbrance, or other disposition of Restricted Shares in violation of this Agreement shall be null and void.

- 2.2 **Vesting of Restricted Shares.** Subject to Participant's continued employment by OraSure or its Subsidiaries (except as otherwise provided herein), the Restricted Shares shall become Vested, and the restrictions set forth in Section 2.1 with respect thereto shall expire, in accordance with the vesting schedule in Appendix A. The terms of this Agreement, including but not limited to, the number of Restricted Shares which shall become Vested in accordance with this Agreement, shall be subject to adjustment pursuant to Section 13.2 of the Plan.
- 2.3 **Termination of Employment.** If Participant's employment by OraSure and its Subsidiaries is terminated for any reason, all of the Restricted Shares that are not then Vested shall be forfeited to OraSure on the date of such termination with no payment to Participant.

3. **Rights as Stockholder.** Except as expressly provided in this Agreement, Participant shall be entitled to all the rights of a stockholder with respect to the Restricted Shares issued hereunder, including the right to vote such Restricted Shares and to receive cash dividends or distributions (if any) payable with respect to such Restricted Shares; provided that any cash dividends or distributions paid with respect to the Restricted Shares will be accrued by OraSure and paid to Participant only upon the vesting of the Restricted Shares to which they relate. Similarly, any stock dividends issued with respect to the Restricted Shares before the Restricted Shares have become Vested shall be treated as additional Restricted Shares subject to this Agreement and shall become Vested as the Restricted Shares with respect to which such stock dividends were issued become Vested.

4. **Share Certificates.** OraSure may issue stock certificate(s) or evidence the Participant's interest by using a restricted book entry account with the Company's transfer agent. Physical possession or custody of any stock certificate(s), to the extent issued, shall be retained by OraSure until such time as the Restricted Shares are Vested or forfeited as provided in this Agreement. To the extent stock certificate(s) are issued, Participant shall execute and deliver to OraSure a separate stock power in blank with respect to each certificate for the Restricted Shares. The certificate(s), if any, representing Restricted Shares that have not yet become Vested shall bear a legend in substantially the following form, or to the extent a restricted book entry account is used, a notation to the same effect shall be used:

THE SHARES EVIDENCED BY THIS CERTIFICATE WERE ISSUED AS RESTRICTED SHARES AND ARE SUBJECT TO RESTRICTIONS ON THEIR SALE, ASSIGNMENT, TRANSFER, PLEDGE, ENCUMBRANCE, OR OTHER DISPOSITION SET FORTH IN A RESTRICTED SHARE INDUCEMENT AWARD AGREEMENT DATED AS OF JUNE 4, 2022. A COPY OF THE RESTRICTED SHARE INDUCEMENT AWARD AGREEMENT MAY BE OBTAINED UPON WRITTEN REQUEST TO ORASURE TECHNOLOGIES, INC.

Certificates for the Restricted Shares, to the extent issued (or otherwise recorded in book entry format), may also bear any other restrictive legends or notations (in physical or electronic form) required by law or any other agreement.

5. **Federal Tax Election.** Participant agrees to promptly notify OraSure if Participant makes an election under Internal Revenue Code Section 83(b) with respect to the Restricted Shares. Participant acknowledges that such an election must be made within 30 days after the issuance of the Restricted Shares.
6. **Withholding Taxes.** OraSure will have the right to deduct from any compensation payable to Participant any federal, state, or local taxes required to be withheld with respect to the issuance or Vesting of the Restricted Shares. Participant will make arrangements acceptable to OraSure for the full satisfaction of any such tax withholding obligations not later than the time that such obligations arise. To the extent authorized by the Committee, the withholding tax obligations arising in connection with this Award may be satisfied by the withholding by OraSure of a portion of the Shares subject hereto that have Vested. Such Restricted Shares will be valued based on their Fair Market Value on the date of withholding. Any stock withholding with respect to Participant will be subject to such limitations as the Committee may impose to comply with the requirements of the Exchange Act.
7. **Other Documents.** Participant agrees to furnish OraSure any documents or representations OraSure may require related to the Restricted Shares or this Agreement to assure compliance with applicable laws and regulations.
8. **Administration.** This Agreement and the rights of Participant hereunder are subject to such rules and regulations as the Committee may adopt for administration of the Plan. It is expressly understood that the Committee is authorized to administer, construe, and make all determinations necessary or appropriate to the administration of this Agreement, all of which will be binding upon Participant.
9. **Entire Agreement.** This Agreement, including terms of Appendix A and Plan incorporated herein, contains the parties' entire agreement regarding the Award evidenced hereby and merges and supersedes all prior and contemporaneous discussions, agreements and understandings of every nature relating thereto.
10. **No Right to Continued Service.** This Agreement shall not confer upon Participant any right to be retained in service by OraSure or its Subsidiaries for any specified period, nor limit the right of OraSure to terminate Participant's service at any time, for any reason.
11. **Conflicts.** To the extent the terms of this Agreement are inconsistent or in conflict with the terms of the Employment Agreement or the Plan, the terms of this Agreement shall control.
12. **Notices.** Any notices under this Agreement shall be in writing and shall be effective when actually delivered personally or, if mailed, when deposited as certified mail, directed to OraSure at its principal offices, to Participant at the address maintained in OraSure's records, or to such other address as either party may specify by notice to the other party.
13. **Choice of Law.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to any contrary conflicts of laws rules.
14. **Successorship.** Subject to the restrictions on transferability of the Restricted Shares set forth in this Agreement and the Plan, this Agreement shall be binding upon and benefit the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have each executed this Restricted Share Inducement Award Agreement on the date set forth below, respectively.

PARTICIPANT

[Recipient's Name]

Date: _____

ORASURE TECHNOLOGIES, INC.

By: _____

Title: _____

Date: _____

APPENDIX A
VESTING SCHEDULE

Vesting Date

of Shares Vested

The Restricted Shares will also be subject to accelerated vesting in certain circumstances, to the extent provided (and subject to the conditions stated) in Section **[insert section number]** of the Employment Agreement.

RESTRICTED UNIT INDUCEMENT AWARD AGREEMENT**(Performance Vested)****(Executive Officers –Employment Agreements)**

This Restricted Unit Inducement Award Agreement (“Agreement”) is entered into as of [DATE] between OraSure Technologies, Inc., a Delaware corporation (“OraSure” or the “Company”), and NAME (“Participant”).

OraSure hereby awards to the Participant the number of restricted units set forth in Section 1.2 of this Agreement, subject to the restrictions and on the terms and conditions set forth herein (the “Award”).

OraSure and Participant agree as follows:

1. Grant of Restricted Units.

- 1.1 Incorporation of Plan Terms.** This Award constitutes a non-plan “inducement award” as contemplated by NASDAQ Listing Rule 5635(c)(4) and is therefore not made pursuant to the OraSure Technologies, Inc. Stock Award Plan (the “Plan”). Nonetheless, the terms and provisions of the Plan are hereby incorporated into this Agreement by this reference, as if this Award had been granted pursuant to the Plan. Capitalized terms used but not defined herein will have the same meaning as defined in the Plan. A copy of the Plan has been provided to the Participant along with this Agreement.
- 1.2 Shares Subject to Award.** Subject to the terms and conditions of this Agreement, OraSure hereby issues to Participant a total of [# OF UNITS] Restricted Units, all of which shall, subject to adjustment by the Applicable Percentage (as defined below), Vest based on Participant’s continued employment by OraSure or its Subsidiaries until the Vesting Date (as defined below) and the achievement of the Revenue Amount (as defined below). As further described in Section 2.2 below, Participant will be issued Restricted Units, based on the actual level of achievement of the Revenue Amount, as modified by the TSR Modifier. This Award is in full satisfaction of OraSure’s obligation under Section [Section #] of that certain Employment Agreement between OraSure and Participant dated as of [Date of employment agreement] (the “Employment Agreement”).

2. Terms of Restricted Units. The Restricted Units shall be subject to all applicable provisions of the Plan and to the following terms and conditions:

- 2.1 Transfer Restrictions.** Except as expressly provided in Sections 2.2 through 2.4, none of the Restricted Units, or any rights under this Agreement, may be sold, assigned, transferred, pledged, encumbered or otherwise disposed of, voluntarily or involuntarily, by Participant. The foregoing restrictions are in addition to any other restrictions on transfer of the Restricted Units arising under federal or state securities laws or other agreements with OraSure. Any purported sale, assignment, transfer, pledge, encumbrance, or other disposition of Restricted Units in violation of this Agreement shall be null and void and may and will be enjoined.
- 2.2 Vesting of Restricted Units.** Subject to Participant’s continued employment by OraSure or its Subsidiaries and except as otherwise provided in Sections 2.3 and 2.4, the actual number of Restricted Units that shall become Vested on the Vesting Date and settled in accordance with Section 2.5 shall be determined by multiplying (x) the Restricted Units by (y) the Applicable Percentage (based on the actual level of achievement of the Revenue Amount, in accordance with the table and the following paragraph below) by (z) the TSR Modifier.

| <u>Revenue Amount</u> | <u>Applicable Percentage</u> |
|-----------------------|------------------------------|
| Threshold: \$[] | []% |
| Target: \$[] | []% |
| Maximum: \$[] | []% |

If the Revenue Amount achieved falls between the levels set forth in the preceding table the Applicable Percentage shall be determined using linear interpolation, provided, however, that if the Revenue Amount is between \$[] and \$[], the Applicable Percentage shall be deemed to be []%. No portion of the applicable Restricted Units shall become Vested if the Revenue Amount is less than the Threshold amount shown above, and in such event the affected Restricted Units shall be forfeited to OraSure with no payment or issuance of shares to Participant. To the extent the Revenue Amount exceeds the Maximum amount shown above, the Applicable Percentage shall remain at []%, subject to the TSR Modifier.

2.3 Change of Control. Subject to Participant's continuing employment by OraSure or its Subsidiaries, 100% of the Restricted Units shall become Vested immediately prior to the consummation of a Change of Control (as defined below) and be settled in accordance with Section 2.5, with the Revenue Amount and the TSR Modifier being deemed to have been achieved at the 100% level.

2.4 Termination of Employment.

- (a) Death or Disability—If Participant's employment by OraSure and its Subsidiaries is terminated by the Company due to Participant's death or Disability (as defined below), 100% of the Restricted Units shall become Vested upon the date of such termination of employment and be settled in accordance with Section 2.5, with the Revenue Amount and the TSR Modifier being deemed to have been achieved at the 100% level.
- (b) Without Cause or For Good Reason—If Participant's employment with OraSure and its Subsidiaries is terminated by the Company without Cause (as defined below) or by Participant for Good Reason (as defined below), then (i) 100% of the unvested Restricted Units shall become Vested upon the date of such termination of employment and be settled in accordance with Section 2.5, if such termination occurs during a Change of Control Period (as defined below), with the Revenue Amount and the TSR Modifier being deemed to have been achieved at the 100% level, and (ii) 50% of the Restricted Units shall become Vested upon the date of such termination of employment and be settled in accordance with Section 2.5 if such termination does not occur during a Change of Control Period, with the Revenue Amount and the TSR Modifier being deemed to have been achieved at the 100% level.
- (c) Retirement—If Participant's employment with OraSure and its Subsidiaries is terminated due to Participants' Retirement (as defined below), the Restricted Units shall Vest on the Vesting Date and be settled in accordance with Section 2.5, on a pro-rata basis through the date of Retirement based on the actual level of achievement of the Revenue Amount and the TSR Modifier during the Performance Period.
- (d) Other—If Participant's employment by OraSure and its Subsidiaries is terminated for any reason other than as specified in Sections 2.4(a), (b) or (c), all of the Restricted Units that are not then Vested shall be forfeited to OraSure on the date of such termination with no payment or issuance of shares to Participant.

2.5 Settlement of Restricted Units. On or as soon as reasonably practicable following the date on which the Restricted Units have become Vested (but no later than 30 days thereafter), OraSure shall issue to Participant one share of OraSure common stock in settlement of each such Vested Restricted Unit (in accordance with the vesting schedule set forth in Section 2.2). The terms of this Agreement, including, but not limited to, the number of such Restricted Units which shall become Vested in accordance with this Agreement and the shares of common stock underlying the Restricted Units, shall be subject to adjustment pursuant to Section 13.2 of the Plan.

3. No Rights as Stockholder; Dividend Equivalents. Participant shall not be entitled to any of the rights of a stockholder with respect to the shares of OraSure common stock underlying the Restricted Units issued hereunder unless and until such shares of OraSure common stock are issued to Participant in settlement of the Restricted Units. Notwithstanding the foregoing, Participant shall be entitled to dividend equivalents in an amount equal to any stock dividends paid and additional shares issued as a result of stock splits occurring during the vesting period with respect to the shares of OraSure common stock underlying any Restricted Units issued hereunder that subsequently become Vested Restricted Units, which dividend equivalent or stock split amount shall be paid or issued to participant in cash or additional shares of common stock, at the discretion of the Committee, at the time such shares of common stock are issued to Participant in settlement of such Vested Restricted Units.

4. Withholding Taxes. Participant shall pay to OraSure, or permit OraSure to withhold from other amounts payable to Participant, as compensation or otherwise, an amount sufficient to satisfy all federal, state, and local withholding tax requirements or tax liability with respect to the Vesting of the Restricted Units and the issuance of shares of OraSure common stock in settlement of such Vested Restricted Units. Alternatively, Participant may, by written notice to the Committee that complies with any applicable timing restrictions imposed pursuant to Rule 16b-3 under the Exchange Act, elect to satisfy all or a part of the withholding tax obligations incident to the Vesting of the Restricted Shares and the issuance of shares of OraSure common stock in settlement of such Vested Restricted Units by having OraSure withhold a portion of the shares of OraSure common stock that would otherwise be issuable to Participant. Such shares will be valued based on their Fair Market Value on the date the tax withholding is required to be made. Any stock withholding with respect to Participant will be subject to such limitations as the Committee may impose to comply with the requirements of the Exchange Act.

5. Other Documents. Participant agrees to furnish OraSure any documents or representations OraSure may require related to the Restricted Units or this Agreement to assure compliance with applicable laws and regulations.

6. Administration. This Agreement and the rights of Participant hereunder are subject to such rules and regulations as the Committee may adopt for administration of the Plan. It is expressly understood that the Committee is authorized to administer, construe, and make all determinations necessary or appropriate to the administration of this Agreement, all of which will be binding upon Participant.

7. Entire Agreement. This Agreement, including terms of the Plan incorporated herein, contains the parties' entire agreement regarding the Award evidenced hereby and merges and supersedes all prior and contemporaneous discussions, agreements and understandings of every nature relating thereto.

8. No Right to Continued Service. This Agreement shall not confer upon Participant any right to be retained in service by OraSure or its Subsidiaries for any specified period, nor limit the right of OraSure to terminate Participant's service at any time, for any reason.

9. Certain Defined Terms. When used in this Agreement, the following terms have the meanings specified below:

- 9.1 "**Beginning Price**" means, with respect to the Company and the Index, the average of, in the case of the Company, the closing market price of the Company's common stock on the NASDAQ Stock Market, and in the case of the Index, the Index's value, for the twenty (20) consecutive trading days beginning with the first trading day of the Performance Period. For the purpose of determining Beginning Price, the value of dividends and other distributions shall be determined by treating them as reinvested in additional shares of stock at the closing market price on the applicable ex-dividend date.
- 9.2 "**Cause**" shall have the meaning set forth in the Employment Agreement.
- 9.3 "**Change of Control**" shall have the meaning set forth in the Employment Agreement.
- 9.4 "**Change of Control Period**" shall have the meaning set forth in the Employment Agreement.
- 9.5 "**Disability**" shall have the meaning set forth in the Employment Agreement.
- 9.6 "**Ending Price**" means, with respect to the Company and the Index, the average of, in the case of the Company, the closing market price of the Company's common stock on the NASDAQ Stock Market, and in the case of the Index, the Index's value, for the twenty (20) consecutive trading days ending on the last trading day of the Performance Period. For the purpose of determining Ending Price, the value of dividends and other distributions shall be determined by treating them as reinvested in additional shares of stock at the closing market price on the applicable ex-dividend date.

- 9.7 “**Good Reason**” shall have the meaning set forth in the Employment Agreement.
- 9.8 “**Index**” shall mean the NASDAQ Health Care Index (IHXC) or, in the event such index is discontinued or its methodology significantly changed, a comparable index selected by the Company in good faith.
- 9.9 “**Performance Period**” shall mean the three (3) year period beginning on January 1, 2022 and ending December 31, 2024.
- 9.10 “**Relative TSR**” shall mean the Company’s TSR relative to the TSR of the Index. Relative TSR will be determined as follows:

$$P=100\% + (R - N)$$

Where:

“P” represents the performance which will be rounded, if necessary, to the nearest whole percentage by application of regular rounding.

“N” represents the Index’s TSR measured over the Performance Period.

“R” represents the Company’s TSR measured over the Performance Period.

Example: If the Company’s TSR is 20% and the Index’s TSR is 4%, the Relative TSR shall be 116% (i.e., 100% + (20% - 4%)).

Relative TSR shall be determined by the Committee in its sole and absolute discretion.

- 9.11 “Retirement”** shall mean the date when Participant terminates employment and retires from the Company and its Subsidiaries after having achieved at least ten (10) years of cumulative service with the Company and/or its Subsidiaries and reached the age of 57 years or older.
- 9.12 “Revenue Amount”** shall mean OraSure’s aggregate consolidated revenues, as reported in OraSure’s audited financial statements for the Performance Period and shall include any revenue resulting from any mergers or acquisitions during the Performance Period.
- 9.13 “TSR”** shall be expressed as a percentage and determined, with respect to the Company and the Index, by dividing: (a) the sum of (i) the difference obtained by subtracting the applicable Beginning Price from the applicable Ending Price plus (ii) all dividends and other distributions during the Performance Period by (b) the applicable Beginning Price and subtracting one from the quotient. Any noncash distributions shall be valued at fair market value. For the purpose of determining TSR, the value of dividends and other distributions shall be determined by treating them as reinvested in additional shares of stock at the closing market price on the applicable ex-dividend date. The TSR for the Company and the Index shall be determined by the Committee in its sole and absolute discretion.
- 9.14 “TSR Modifier”** shall be determined based on the Relative TSR for the Performance Period, as follows:

| <u>Relative TSR</u> | <u>TSR Modifier</u> |
|------------------------------|---------------------------|
| Less than 85% | 85% |
| Between 85%-90%, inclusive | Equal to the Relative TSR |
| Between 90%-110%, exclusive | 100% |
| Between 110%-115%, inclusive | Equal to the Relative TSR |
| Greater than 115% | 115% |

To the extent the Relative TSR falls in between 85% and 90%, or between the 110% and 115%, the TSR Modifier shall be determined using linear interpolation. The TSR Modifier shall be determined by the Committee in its sole and absolute discretion.

- 9.15 “Vesting Date”** shall mean February 1, 2025.

10. Conflicts. To the extent the terms of this Agreement are inconsistent or in conflict with the terms of the Employment Agreement or the Plan, the terms of this Agreement shall control.

11. Notices. Any notices under this Agreement shall be in writing and shall be effective when actually delivered personally or, if mailed, when deposited as certified mail, directed to OraSure at its principal offices, to Participant at the address maintained in OraSure’s records, or to such other address as either party may specify by notice to the other party.

12. Choice of Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to any contrary conflicts of laws rules.

13. Successorship. Subject to the restrictions on transferability of the Restricted Shares set forth in this Agreement and the Plan, this Agreement shall be binding upon and benefit the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have each executed this Restricted Unit Inducement Award Agreement on the date set forth below, respectively.

PARTICIPANT

[Recipient's Name]

Date: _____

ORASURE TECHNOLOGIES, INC.

By: _____

Title: _____

Date: _____

Calculation of Filing Fee Tables

Form S-8
(Form Type)

OraSure Technologies, Inc.
(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered Securities

| Security Type | Security Class Title | Fee Calculation Rule | Amount Registered(1) | Proposed Maximum Offering Price Per Unit | Maximum Aggregate Offering Price | Fee Rate | Amount of Registration Fee |
|------------------------|--------------------------------|----------------------|----------------------|--|----------------------------------|-----------|----------------------------|
| Equity | Common Stock, par value \$0.01 | 457(h) | 1,140,762(2) | \$3.85(3) | \$4,391,933.70(3) | 0.0001102 | \$483.99 |
| Equity | Common Stock, par value \$0.01 | 457(c) and 457(h) | 325,932(4) | \$5.67(5) | \$1,848,034.44(3) | 0.0001102 | \$203.65 |
| Equity | Common Stock, par value \$0.01 | 457(h) | 181,339(2) | \$3.29(3) | \$596,605.31(3) | 0.0001102 | \$65.75 |
| Total Offering Amounts | | | | | \$6,836,573.45 | | \$753.39 |
| Total Fee Offsets(6) | | | | | | | — |
| Net Fee Due | | | | | | | \$753.39 |

- (1) Pursuant to Rule 416 of the Securities Act of 1933, as amended (the “Securities Act”), this Registration Statement shall be deemed to cover any additional shares of common stock, par value \$0.000001 per share (“Common Stock”), of OraSure Technologies, Inc. (the “Registrant”) which become issuable by reason of any stock dividend, stock split, recapitalization or other similar transaction which results in an increase in the number of the outstanding shares of Common Stock of the Registrant.
- (2) Consists of shares issuable pursuant to new hire inducement restricted stock units granted between June 4, 2022, and August 8, 2022, to certain employees in accordance with Nasdaq Listing Rule 5635(c)(4), as an inducement material to their entering into employment with the Registrant.
- (3) Estimated pursuant to Rule 457(h) of the Securities Act solely for the purpose of calculating the registration fee. The proposed maximum offering price per share and proposed maximum aggregate offering price are calculated on the basis of the exercise price of the applicable inducement stock option award.
- (4) Consists of shares issuable pursuant to new hire inducement performance-based restricted stock units granted on June 4, 2022, to a certain employee in accordance with Nasdaq Listing Rule 5635(c)(4), as an inducement material to her entering into employment with the Registrant.
- (5) Estimated pursuant to Rule 457(c) and Rule 457(h) of the Securities Act solely for the purpose of calculating the registration fee. The proposed maximum offering price per share and proposed maximum aggregate offering price are based on the average of the high and low prices of the Common Stock as reported on the Nasdaq Capital Market on March 24, 2023.
- (6) The Registrant does not have any fee offsets.