

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): November 8, 2021

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

Delaware  
(State or Other Jurisdiction  
of Incorporation)

001-16537  
(Commission  
File Number)

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

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

18015-1360  
(Zip Code)

Registrant's telephone number, including area code: 610-882-1820

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.000001 par value per share	OSUR	The NASDAQ Stock Market LLC

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

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

Indicate by a 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 5.02 – Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

**Officer Retirement**

Mr. Jack E. Jerrett, who currently serves as Senior Vice President, General Counsel, Chief Compliance Officer and Secretary for OraSure Technologies, Inc. (the “Company”), will be retiring from the Company effective December 31, 2021 (the “Retirement Date”). Mr. Jerrett will be succeeded by Ms. Agnieszka M. Gallagher who will join the Company on November 29, 2021 after most recently serving as Chief Ethics and Compliance Officer at Alhylam Pharmaceuticals.

In connection with the foregoing, the Company has entered into a Retirement Agreement, dated as of November 9, 2021 (the “Retirement Agreement”), with Mr. Jerrett, which sets forth the following terms for his retirement and continued employment from November 9, 2021 through the Retirement Date (the “Transition Period”):

- (i) Mr. Jerrett will receive severance equal to 12 months salary following his retirement, as provided in his employment agreement with the Company;
- (ii) the unvested portions of stock options and time-vested restricted stock (“RS”) awards granted to Mr. Jerrett prior to the date of the Retirement Agreement will vest in full as of the Retirement Date;
- (iii) the unvested portions of performance-vested restricted units (PRUs) granted to Mr. Jerrett prior to the date of the Retirement Agreement will vest in full three years after the grant date, subject to the satisfaction of performance measures applicable to such PRUs, in accordance with the original terms of the relevant award agreement, but without the requirement that Mr. Jerrett continue to be employed by the Company after the Retirement Date;
- (iv) Mr. Jerrett will receive a bonus payment under the Company’s 2021 Incentive Plan equal to 40% of his base salary, subject to adjustment to reflect the actual bonus pool funding approved by the Company’s Board of Directors (the “Board”), for performance during 2021;
- (v) Mr. Jerrett will receive his normal annual equity award in 2022 for his performance during 2021 pursuant to the Company’s Long-Term Incentive Policy, with a grant date value at least equal to 125% of Mr. Mr. Jerrett’s base salary, with the RS portion of the award vesting on the grant date and the PRU portion vesting three years after the grant date, subject to the satisfaction of performance measures determined by the Board, but without the requirement that Mr. Jerrett continue to be employed by the Company after the Retirement Date; and
- (vi) during the Transition Period, Mr. Jerrett will assist the Company in transitioning his duties as Senior Vice President, General Counsel, Chief Compliance Officer and Secretary to Ms. Gallagher.

The foregoing description is qualified in its entirety by reference to the specific terms of the Retirement Agreement, a copy of which is attached as Exhibit 10.1 to this Report and incorporated by reference herein.

A copy of a press release announcing the retirement of Mr. Jerrett and Ms. Gallagher’s appointment is attached as Exhibit 99.1 to this Report and is incorporated by reference herein.

**Item 9.01 – Financial Statements and Exhibits.**

**(d) Exhibits**

Exhibit Number	Description
10.1	<a href="#">Retirement Agreement, dated as of November 9, 2021, between OraSure Technologies, Inc. and Jack E. Jerrett.</a>
99.1	<a href="#">Press Release of OraSure Technologies, Inc., dated November 9, 2021, announcing the retirement of Jack E. Jerrett and the appointment of Agnieszka M. Gallagher as General Counsel, Chief Compliance Officer and Secretary.</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

---

**Signatures**

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

ORASURE TECHNOLOGIES, INC.

Date: November 9, 2021

By: /s/ Scott Gleason

Scott Gleason

Interim Chief Financial Officer and Senior Vice President, Investor Relations and Corporate Communications

---

**RETIREMENT AGREEMENT**

This Retirement Agreement (“Agreement”) is made as of November 9, 2021, by and between Jack E. Jerrett (“Executive”) and OraSure Technologies, Inc. (collectively, with its predecessors, successors, affiliates and subsidiaries, the “Company”) (jointly referred to as the “Parties” and singularly as a “Party”):

**RECITALS**

WHEREAS, Executive has been employed by the Company as its Senior Vice President, General Counsel and Chief Compliance Officer; and

WHEREAS, Executive and the Company are currently parties to an Employment Agreement, dated as of July 4, 2004, as amended (the “Employment Agreement”); and

WHEREAS, Executive will retire from the Company on December 31, 2021 (the “Retirement Date”); and

WHEREAS, in consideration of Executive’s service to the Company and his retirement, Executive and the Company have entered into this Agreement to set forth the terms and conditions of Executive’s employment between the date hereof and the Retirement Date (the “Transition Period”) and the amicable termination of Executive’s employment as of the Retirement Date.

NOW THEREFORE, in consideration of the mutual promises made herein, intending to be legally bound, the Parties hereby agree as follows:

**COVENANTS**

- 1. Termination of Employment and Resignation.** Executive hereby retires and terminates his employment, and resigns all offices, titles and positions with the Company as of the Retirement Date. Such termination of employment and resignation by Executive shall constitute a voluntary termination and resignation by Executive. Executive agrees that no severance or other amounts are payable in connection with Executive’s termination and resignation under the Employment Agreement or otherwise, except as provided in this Agreement.
- 2. Service During Transition Period; Consulting Services.** During the Transition Period, Executive agrees to continue to perform his duties Senior Vice President, General Counsel & Chief Compliance Officer of the Company in accordance with the Employment Agreement and to assist the Company in the transition of Executive’s duties and responsibilities to a successor designated by the Company. During the period beginning on the Retirement Date and ending on February 28, 2021 (the “Consulting Term”), in consideration of the compensation provided for in Sections 4, 5, 6, 7 and 8 below, Executive agrees to provide such additional services, advice and assistance to the Company, as the Company’s President and Chief Executive Officer may reasonably request, related to the transition of Executive’s duties and responsibilities to a successor designated by the Company (the “Consulting Services”). It is understood that the Consulting Services will be provided by Executive at such times and for such durations as mutually agreed by Executive and

the Company. Executive agrees to provide the Consulting Services in consideration for his receipt of the compensation described in Sections 4, 5, 6, 7 and 8 and Executive agrees that he is not entitled to any additional compensation (other than what is provided in Sections 4, 5, 6, 7 and 8) for the Consulting Services. Executive shall perform the Consulting Services as an independent contractor, not as an employee or agent of the Company, and following the Retirement Date Executive will have no power or authority to contract on behalf of, or bind the Company, in any manner. During the Consulting Term, the Company will reimburse Executive for all reasonable and necessary out-of-pocket expenses incurred by Executive in connection with the performance of the Consulting Services, in accordance with the Company's expense reimbursement policies and procedures as in effect from time to time.

3.Compensation upon Retirement. In consideration of Executive's retirement on the Retirement Date and Executive fulfilling his obligations under this Agreement including his obligations during the Transition Period, and subject to Executive executing the General Release attached as Exhibit A hereto in accordance with Section 11 of this Agreement and such General Release becoming effective on the eighth day after execution thereof without Executive exercising his right to revoke such General Release, Executive shall be entitled to the items of compensation set forth in Sections 4, 5, 6, 7 and 8 of this Agreement. Executive and the Company acknowledge and agree that Executive would not be entitled to all of such items of compensation had he not executed this Agreement and the General Release and that such items of compensation constitute compensation to which Executive is not otherwise entitled.

4.Severance. Subject to the requirements of Section 3, Executive shall receive a total amount equal to \$423,665.00 (12 months of salary), less applicable taxes and withholdings (the "Severance Payment"). Subject to Section 24(b), the Severance Payment shall be paid to Executive in equal installments on each of the Company's regularly scheduled payroll dates beginning with thirty (30) days after Retirement Date and continuing for 12 months thereafter.

5.Treatment of Outstanding Equity Awards. Subject to the requirements of Section 3, (i) the unvested portions of all awards of options to purchase the Company's common stock ("Stock Options") and all awards of time-vested restricted stock ("Restricted Stock") granted to Executive prior to the date of this Agreement and which are outstanding and unvested as of the Retirement Date, shall vest in full on the Retirement Date and (ii) all awards of performance-vested restricted units ("PVRUs") granted to Executive prior to the date of this Agreement and which are outstanding and unvested as of the Retirement Date, shall vest in full three years after the applicable grant date for such PVRUs in accordance with the terms of the relevant agreement pursuant to which such PVRUs were granted to Executive and the terms of the Company's Stock Award Plan ("Award Plan") without the requirement that Executive continue to be employed by the Company after the Retirement Date. The vesting of PVRUs shall also be subject to the satisfaction of the relevant performance measures applicable to such PVRUs, as specified in the applicable award agreement. Any shares of the Company's Common Stock that vest with respect to such PVRUs shall be paid out and delivered to Executive at the same time and in the same manner as such awards are paid to other Company senior executives in accordance with the applicable award agreements and the Award Plan, consistent with past practices.

6.2022 Equity Award. Subject to the requirements of Section 3, Executive shall receive a normal annual equity award in 2022 for performance during 2021 pursuant to the Company's

Long-Term Incentive Policy (“LTIP”) as provided in this Section 5 (the “2022 LTIP Award”). The 2022 LTIP Award (i) shall have an aggregate grant date value at least equal to Executive’s target of 125% of base salary under the LTIP, (ii) shall consist of 50% Restricted Stock and 50% PVRUs and (iii) shall be awarded at the same time as the annual 2022 LTIP awards are granted to other Company senior executives. Consistent with past practices, the PVRUs shall vest three years after the grant date so long as certain performance metrics are met as determined by the Company’s Board of Directors. The terms and conditions of the 2022 LTIP Award shall be the same as the 2022 LTIP awards made to other senior executives under the LTIP, except that (y) the portion of the 2022 LTIP Award consisting of Restricted Stock shall vest as of the award date and (z) the portion of the 2022 LTIP Award consisting of PVRUs shall vest in accordance with the terms of the applicable award agreement without the requirement that Executive continue to be employed by the Company after the Retirement Date. Any shares of the Company’s Common Stock that vest with respect to PVRUs contained in the 2022 LTIP Award shall be paid out and delivered to Executive at the same time and in the same manner as such awards are paid to other Company senior executives in accordance with the applicable award agreements and the Award Plan, consistent with past practices

7.2021 Bonus. Subject to the requirements of Section 3, Executive shall receive a bonus payment under the Company’s 2021 Incentive Plan (the “2021 IP”) equal to 40% of his base salary, subject to adjustment to reflect the actual bonus pool funding under the 2021 IP approved by the Company’s Board of Directors (the “2021 Bonus”). Payment of the 2021 Bonus shall be made at the same time the Company pays bonuses to other senior executives under the 2021 IP, but not later than March 15, 2022, and will be subject to applicable taxes and withholdings.

8.Health Care Continuation. Following the Retirement Date, Executive shall be entitled to continue coverage under the Company’s group health plan on the same terms as other employees of the Company, subject to Executive continuing to pay appropriate employee contributions for such coverage. Subject to the requirements of Section 3, Executive shall have the foregoing right until he becomes eligible for coverage under Medicare.

9.Return of Equipment. On or prior to the Retirement Date, Executive shall return to the Company all equipment and other Company property in his possession. Notwithstanding the foregoing, Employee may retain his laptop and cell phone so long as he makes such equipment available to the Company on or prior to the Retirement Date in order to permit the Company to remove any confidential or proprietary software, data or information of the Company that may be on or contained in such equipment.

10.Confidential Information; Non-Competition.

(a) Executive shall maintain the confidentiality of all of the Company’s confidential and proprietary information according to the terms of his Confidentiality Agreement dated April 1, 2004 (“Confidentiality Agreement”), which is incorporated herein by reference. Executive shall also return to the Company all of the Company’s property, including all confidential and proprietary information, and all documents and information that Executive obtained in connection with his employment with the Company, on or before the Retirement Date or such later date as the Company may specify. Notwithstanding the foregoing, Executive Shall be entitled to retain his laptop and cell phone provided by the Company.

(b) The Defend Trade Secrets Act of 2016 provides immunity in certain circumstances to employees, contractors, and consultants for limited disclosures of trade secrets. Specifically, employees, contractors, and consultants of the Company may disclose trade secrets: (i) in confidence, either directly or indirectly, to a Federal, State, or local government official, or to an attorney, “solely for the purpose of reporting or investigating a suspected violation of law,” or (ii) “in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.” Additionally, employees, contractors, and consultants of the Company who file retaliation lawsuits for reporting a suspected violation of law may also use and disclose related Trade Secrets in the following manner: (1) the individual may disclose the trade secret to his/her attorney, and (2) the individual may use the information in related court proceeding, as long as the individual files documents containing the trade secret under seal, and does not otherwise disclose the trade secret “except pursuant to court order.”

(c) For avoidance of doubt, Executive agrees and acknowledges that Section 9 of his Employment Agreement (regarding non-competition) will survive the cessation of his employment with the Company.

11. Payment of Accrued Salary and Benefits. The Company shall pay Executive all unpaid salary, accrued vacation, paid time off, and any and all other benefits or compensation that were earned, accrued or vested but unpaid as of the Retirement Date (the “Accrued Benefits”) on the first normal payroll date of the Company following the Retirement Date or such other time as may be specified in the applicable plan, agreement or other arrangement governing the terms of the Accrued Benefits.

12. Release of Claims. On the Retirement Date, Executive agrees to execute the General Release attached hereto as Exhibit A and to deliver a copy thereof to the Company’s General Counsel. Executive acknowledges that his agreement to execute the General Release is a material inducement for the Company to enter into this Agreement. Executive further acknowledges and agrees that the receipt of the compensation specified in Sections 4, 5, 6, 7 and 8 of this Agreement is contingent upon Executive signing, delivering to the Company on the Retirement Date and not revoking or rescinding the General Release.

13. No Pending or Future Lawsuits. Executive represents that he has no lawsuits, claims, or actions pending in his name, or on behalf of any other person or entity, against the Company or any of the other Releasees (as defined in the General Release). Executive also represents that he does not intend to bring any claims on his own behalf or on behalf of any other person or entity against the Company or any of the other Releasees.

14. Application for Employment. Executive understands and agrees that, as a condition of this Agreement, he shall not be entitled to any employment with the Company, its subsidiaries, or any successor, and he hereby waives any alleged right of employment or re-employment with the Company, its subsidiaries or related companies, or any successor. Executive further acknowledges and agrees that the forbearance to seek future employment stated in this paragraph is purely contractual, and is in no way involuntary, discriminatory or retaliatory.

15. Assistance. Executive agrees to personally provide reasonable assistance and cooperation to the Company in activities related to the prosecution or defense of any pending or future lawsuits,

investigations or claims involving the Company. The Company will reimburse Executive for any reasonable out of pocket costs and expenses incurred in connection with providing such assistance.

16.No Cooperation.

(a) Except as otherwise prohibited by law, Executive agrees that he will not knowingly counsel or assist any attorneys or their clients in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints by any third party against any of the Releasees, unless under a subpoena or other court order to do so. Employee agrees both to immediately notify the Company upon receipt of any such subpoena or court order, and to furnish, within three (3) business days of its receipt, a copy of such subpoena or court order to the Company. If approached by anyone for counsel or assistance in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints against any of the Releasees, Executive shall state no more than that he cannot provide counsel or assistance.

(b) Notwithstanding the foregoing, nothing in this Agreement or otherwise will prohibit Executive from reporting possible violations of federal law or regulation to any governmental agency or entity or self-regulatory organization (including but not limited to the Department of Justice, the Securities and Exchange Commission, Congress and any agency Inspector General), or making other disclosures that are protected under the whistleblower provisions of federal law or regulations (it being understood that Executive does not need the prior authorization of Company to make any such reports or disclosures or to notify Company that Executive has made such reports or disclosures).

17.Non-Disparagement. At no time before, on or after the Retirement Date shall Executive publish or otherwise transmit any disparaging, derogatory or defamatory remarks, comments or statements, whether written or oral, regarding the Company, its affiliates or their respective officers, directors, employees, consultants, reputations, products, operations, procedures, policies or services, which are reasonably likely to (i) damage the reputation of the Company or its affiliates or (ii) interfere with the contracts or business relationships of the Company or its affiliates. This paragraph shall not restrict or prevent Executive from providing truthful testimony as required by court order or other legal process.

18.Attorneys' Fees and Costs. Except as otherwise provided herein, in the event that either Party brings an action to enforce or effect its rights under this Agreement, the prevailing Party shall be entitled to recover its costs and expenses, including the costs of mediation, arbitration, litigation, court fees, plus reasonable attorneys' fees incurred in connection with such an action.

19.Arbitration. The parties agree that any and all disputes arising out of, or relating to, the terms of this Agreement, their interpretation, and any of the matters herein released, shall be subject to binding arbitration in Philadelphia, Pennsylvania before the American Arbitration Association under its Employment Arbitration Rules. The Parties agree that the prevailing Party in any arbitration shall be entitled to injunctive relief in any court of competent jurisdiction to enforce the arbitration award. The arbitrator shall have no authority to add to, subtract from, or otherwise modify the terms of this Agreement or to make awards beyond those provided for by the statute or other cause of action under which the claim arises. The Parties agree that the prevailing Party in any arbitration shall be awarded its reasonable attorneys' fees and costs to the extent permissible



under the Employment Arbitration Rules. **The Parties hereby agree to waive their right to have any dispute between them resolved in a court of law by a judge or jury.** This section will not prevent either Party from seeking injunctive relief (or any other provisional remedy) from any court having jurisdiction over the Parties and the subject matter of their dispute relating to Executive's obligations under this Agreement and the agreements incorporated herein by reference.

20.Representations. Each Party represents that it has had the opportunity to consult with an attorney, and has carefully read and understands the scope and effect of the provisions of this Agreement. Neither Party has relied upon any representations or statements made by the other Party hereto which are not specifically set forth in this Agreement.

21.Severability; Substitution. In the event that any provision in this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision so long as the remaining provisions remain intelligible and continue to reflect the original intent of the Parties.

22.Entire Agreement. This Agreement, the Employment Agreement, the Confidentiality Agreement and any and all restricted stock award agreements, restricted unit award agreements and stock option agreements represent the entire agreement and understanding between the Company and Executive concerning the subject matter of this Agreement and Executive's relationship with the Company, and supersede and replace any and all prior agreements and understandings between the Parties concerning the subject matter of this Agreement and Executive's relationship with the Company.

23.No Oral Modification. Any modification or amendment of this Agreement, or additional obligation assumed by either Party in connection with this Agreement, shall be effective only if placed in writing and signed by both Parties or their authorized representatives.

24.Section 409A.

(a) This Agreement is intended to comply with Code Section 409A (to the extent applicable) and the Parties hereto agree to interpret, apply and administer this Agreement in the least restrictive manner necessary to comply therewith and without resulting in any increase in the amounts owed hereunder by the Company. Notwithstanding anything herein to the contrary, neither the Company nor any of its affiliates shall have any liability to Executive or to any other person if the payments and benefits provided in this Agreement that are intended to be exempt from or compliant with Code Section 409A are not so exempt or compliant. Executive's right to receive installment payments hereunder shall be treated as a right to receive a series of separate payments and, accordingly, each installment payment shall at all times be considered a separate and distinct payment for purposes of Code Section 409A.

(b) To the extent compliance with the requirements of Treas. Reg. § 1.409A-3(i)(2) is necessary to avoid the application of an additional tax under Code Section 409A to payments due to Executive upon or following his or her separation from service, then notwithstanding any other provision of this Agreement (or any otherwise applicable plan, policy, agreement or arrangement), any such payments that are otherwise due within six months following

Executive's separation from service will be deferred without interest and paid to Executive in a lump sum immediately following that six month period (or, if sooner, upon his death).

25.Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard for choice of law provisions.

26.Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.

27.Headings Irrelevant. The headings in this Agreement are intended as a convenience to the reader and are not intended to convey any legal meaning.

28.Voluntary Execution of Agreement. This Agreement is executed voluntarily and with the full intent of releasing all claims, and without any duress or undue influence by any of the Parties. The Parties acknowledge that:

- (a) They have read this Agreement;
- (b) They have been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of their own choice or that they have voluntarily declined to seek such counsel;
- (c) They understand the terms and consequences of this Agreement and of the releases it contains; and
- (d) They are fully aware of the legal and binding effect of this Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

ORASURE TECHNOLOGIES, INC.

By: /s/ Stephen S. Tang

Name: Stephen S. Tang, Ph.D.

Title: President and Chief Executive Officer

Dated: November 8, 2021

EXECUTIVE

/s/ Jack E. Jerrett

Jack E. Jerrett

Dated: November 8, 2021

**EXHIBIT A**

RELEASE AGREEMENT

THIS RELEASE AGREEMENT (the “Agreement”) is entered into on this 31st day of December, 2021, by and between Jack E. Jerrett (“Executive”) and OraSure Technologies, Inc., a Delaware corporation, together with each and every of its predecessors, successors (by merger or otherwise), parents, subsidiaries, affiliates, divisions and related entities directors, officers, Executives, attorneys and agents, whether present or former (collectively the “Company”);

WHEREAS, Executive is entitled to receive certain compensation under a Retirement Agreement and Release (“Retirement Agreement”), dated November 9, 2021, between Executive and the Company;

WHEREAS, Executive agrees to execute this Release Agreement as additional consideration for such compensation; and

WHEREAS, capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Retirement Agreement.

NOW, THEREFORE, the parties agree as follows, in consideration of the mutual covenants and obligations contained herein, and intending to be legally held bound:

1. Consideration. In consideration for Executive’s receipt of compensation as provided in the foregoing Retirement Agreement, Executive is willing to enter into this Agreement and provide the release set forth herein. Executive acknowledges and agrees that (a) other than the payments and rights described in Sections 4 through 8 of the Retirement Agreement, he has no entitlement under any other separation, severance or similar arrangement maintained by the Company, and (b) except as otherwise provided specifically in this Agreement, the Releasees (as defined below) do not and will not have any other liability or obligation to him.

2. Executive’s Release. Executive, on behalf of Executive, Executive’s heirs, executors, successors, assigns and representatives, hereby unconditionally and irrevocably releases, settles and forever discharges the Company, together with each and every one of its predecessors, successors (by merger or otherwise), parents, subsidiaries, affiliates, divisions and related entities, and all of their directors, officers, executives, attorneys and agents, whether present or former, and benefit plans (and the administrators, fiduciaries and agents of such plans) (collectively the “Releasees”), from any and all suits, causes of action, complaints, obligations, demands, or claims of any kind, whether in law or in equity, direct or indirect, known or unknown, suspected or unsuspected (hereinafter “Claims”), which the Executive ever had or now has arising out of or relating to any matter, thing or event occurring up to and including the date of this Agreement. Except as otherwise expressly provided in this Agreement, the Claims released by Executive specifically includes, but is not limited to:

(a) any and all claims for wages and benefits including, without limitation, salary, stock, options, commissions, royalties, license fees, health and welfare benefits, separation pay, vacation pay, incentives, and bonuses;

(b) any and all claims for wrongful discharge, breach of contract (whether express or implied), or for breach of the implied covenant of good faith and fair dealing;

(c) any and all claims for alleged employment discrimination on the basis of age, race, color, religion, sex, national origin, veteran status, disability and/or handicap and any and all other claims in violation of any federal, state or local statute, ordinance, judicial precedent or executive order, including but not limited to claims under the following statutes: Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e et seq., the Civil Rights Act of 1866, 42 U.S.C. §1981, the Age Discrimination in Employment Act, 29 U.S.C. §621 et seq., the Older Workers Benefit Protection Act, 29 U.S.C. §626(f), the Americans with Disabilities Act, 42 U.S.C. §12101 et seq., the Family and Medical Leave Act of 1993, the Fair Labor Standards Act, the Employee Retirement Income Security Act of 1974, the Pennsylvania Human Relations Act, the Pennsylvania Wage Payment Collection Law or any comparable statute of any other state, country, or locality except as required by law, but excluding claims for vested benefits under the Company's pension plans;

(d) any and all claims under any federal, state or local statute or law;

(e) any and all claims in tort (including but not limited to any claims for misrepresentation, defamation, interference with contract or prospective economic advantage, intentional or negligent infliction of emotional distress, duress, loss of consortium, invasion of privacy and negligence);

(f) any and all claims for attorneys' fees and costs; and

(g) any and all other claims for damages of any kind.

It is the intention of Executive and Company that the language relating to the description of released claims in this Section shall be accorded the broadest possible interpretation. Notwithstanding the foregoing, nothing contained in this paragraph shall apply to, or shall release the Company from, (i) any obligation of the Company under this Agreement or Sections 4, 5, 6, 7, 8 and 11 of the Retirement Agreement; (ii) any accrued or vested benefit of Executive pursuant to any employee benefit plan of the Company, including any benefit not yet due and payable; (iii) any obligation of the Company under existing stock options, restricted stock or other stock awards; or (iv) any right to indemnification under the By-Laws or Certificate of Incorporation of the Company or any subsidiary, Sections 7 and 8 of the Employment Agreement or any insurance policy maintained by the Company or any subsidiary or other entity.

3. Acknowledgment. Executive understands that his release extends to all of the aforementioned Claims which arose on or before the date of this Agreement, whether now known or unknown, suspected or unsuspected, and that this constitutes an essential term of this Agreement. Executive further understands and acknowledges the significance and consequence of this Agreement and of each specific release and waiver, and expressly consents that this Agreement shall be given full force and effect according to each and all of its express terms and

provisions, including those relating to unknown and unsuspected claims, demands, obligations, and causes of action, if any, as well as those relating to any other claims, demands, obligations or causes of action herein above-specified.

4. Remedies. All remedies at law or in equity shall be available to the Company for the enforcement of this Agreement. This Agreement may be pleaded as a full bar to the enforcement of any claim that Executive may assert against the Company in violation of this Agreement.

5. Promise Not To Sue.

(a) Executive agrees and covenants not to file, initiate, or join any lawsuit (individually, with others, or as part of a class), in any forum, pleading, raising, or asserting any claim(s) barred or released by this Agreement. If Executive does so, and the action is found to be barred in whole or in part by this Agreement, Executive agrees to pay the attorneys' fees and costs, or the proportions thereof, incurred by the applicable Releasee in defending against those claims that are found to be barred by this Agreement. While this Agreement will serve to release any ADEA claims, the attorneys' fees/cost shifting provision set forth in this paragraph will not apply to any claims challenging the validity of the release contained in this Agreement under the ADEA.

(b) Notwithstanding any of the foregoing to the contrary, nothing in this Agreement or otherwise shall prohibit Executive from (a) reporting possible violations of federal law or regulation to any governmental agency or entity or self-regulatory organization (including but not limited to the Department of Justice, the Securities and Exchange Commission, Congress and any agency Inspector General), or making other disclosures that are protected under the whistleblower provisions of federal law or regulations (it being understood that Executive does not need the prior authorization of Company to make any such reports or disclosures or to notify Company that Executive has made such reports or disclosures), or (b) providing truthful testimony or statements to the extent, but only to the extent, required by applicable law, rule, regulation, legal process or by any court, arbitrator, mediator or administrative, regulatory, judicial or legislative body (including any committee thereof) with apparent jurisdiction (provided, however, that in such event, except as set forth in the foregoing clause (a) above, Executive will give Company prompt written notice thereof prior to such disclosure so that Company may seek appropriate protection for such information).

6. No Admissions. Neither the execution of this Agreement by the Company, nor the terms hereof, constitute or should be construed to constitute any admission or evidence of any wrongdoing, liability or violation of any federal, state or local law or the common law on the part of the Company.

7. Confidentiality. To the extent not otherwise made public by the Company or permitted by this Agreement, Executive shall not disclose or publicize the terms or fact of this Agreement or any circumstances related to the termination of Executive's employment, directly or indirectly, to any person or entity, except to Executive's attorney, spouse, and to others as required by law. Executive is specifically prohibited from disclosing the facts or terms of this Agreement to any former or present executive of the Company except as required by law. Executive further agrees that in the event Executive receives a subpoena, order, or other legal

process seeking disclosure of the information referred to in this Agreement, within five (5) business days of such receipt then Executive shall immediately notify Company's General Counsel of such subpoena, request or order and cooperate with Company in any efforts to oppose such disclosure.

8. Entire Agreement. This Agreement, together with the terms of the Retirement Agreement and the sections of the Employment Agreement expressly referenced herein, contain the entire agreement of the parties with respect to the subject matter hereof, supersede any prior agreements or understandings with respect to the subject matter hereof, and shall be binding upon their respective heirs, executors, administrators, successors and assigns. For the avoidance of doubt, Executive agrees that the obligations contained in this Agreement (including without limitation under Section 7 of this Agreement) are in addition to, and not in lieu of, any obligations Executive may have as the result of any confidentiality, non-disparagement, nondisclosure or restrictive covenant agreements with Company or as a matter of law, including without limitation under Executive's Confidentiality Agreement with Company dated April 1, 2004, Section 9 of the Employment Agreement and the Retirement Agreement. In addition, Executive agrees that only Sections 7, 8 and 9 of the Employment Agreement survive the cessation of his employment with the Company.

9. Severability. If any term or provision of this Agreement shall be held to be invalid or unenforceable for any reason, the validity or enforceability of the remaining terms or provisions shall not be affected, and such term or provision shall be deemed modified to the extent necessary to make it enforceable.

10. Advice of Counsel; Revocation Period. Executive is hereby advised to seek the advice of counsel. Executive acknowledges that he is acting of his own free will, that he has been afforded a reasonable time to read and review the terms of this Agreement, and that Executive is voluntarily entering into this Agreement with full knowledge of its provisions and effects. Executive intends that this Agreement shall not be subject to any claim for duress. Executive further acknowledges that he has been given at least twenty-one (21) days within which to consider this Agreement. Executive also acknowledges that he has seven (7) days following his execution of this Agreement to revoke acceptance of this Agreement, with the Agreement not becoming effective until the revocation period has expired. If Executive chooses to revoke his acceptance of this Agreement, he should provide written notice to:

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

11. Amendments. Neither this Agreement nor any term hereof may be orally changed, waived, discharged, or terminated, and may be amended only by a written agreement signed by the parties hereto.

12. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to the conflict of law principles of any jurisdiction.

13. Legally Binding. The terms of this Agreement contained herein are contractual, and not a mere recital.

*{Signature Page Follows}*



IN WITNESS WHEREOF, the parties, acknowledging that they are acting of their own free will, have caused the execution of this Agreement as of this day and year written below.

OraSure Technologies, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Jack E. Jerrett



Investor Contact:  
Scott Gleason  
Interim CFO & SVP Investor Relations & Corp. Communications  
484-425-0588  
sgleason@orasure.com

Media Contact:  
Amy Koch  
Sr. Mgr. Corporate Communications  
484-523-1815  
media@orasure.com

**OraSure Technologies Announces the Retirement of Jack E. Jerrett and Appointment of Agnieszka M. Gallagher as General Counsel, Chief Compliance Officer and Secretary**

**BETHLEHEM, PA., Nov. 9, 2021 (Globe Newswire)** – OraSure Technologies, Inc. (NASDAQ: OSUR), a global leader in point-of-care and home diagnostic testing and sample collection technologies, announced today that after almost 21 years of service to the Company, Jack E. Jerrett is retiring as the Company’s Senior Vice President, General Counsel, Chief Compliance Officer and Secretary, effective as of December 31, 2021. Agnieszka M. Gallagher, who most recently served as the Chief Ethics and Compliance Officer at Alnylam Pharmaceuticals has been hired by the Company to fill Jack’s roles as the new General Counsel, Chief Compliance Officer and Secretary.

“Jack has been a stalwart and extremely dedicated member of OraSure’s executive leadership team for over two decades and his countless contributions to the Company’s growth and development deserve our significant gratitude and appreciation,” said Stephen S. Tang, Ph.D., President and Chief Executive Officer of OraSure Technologies. “While Jack’s leadership, experience, and friendship will be sorely missed by the organization, we are fortunate to have an outstanding replacement with Aggie joining the Company and we are exceptionally pleased to add her to the executive leadership team.”

Ms. Gallagher, age 48, brings to OraSure a strong background with over two decades of legal and compliance executive leadership experience. Most recently, Ms. Gallagher served as the Chief Ethics and Compliance Officer for Alnylam Pharmaceuticals, a large cap biopharmaceutical company focused on RNAi therapeutics. Prior to joining Alnylam, Ms. Gallagher was the General Counsel, Secretary, and Chief Compliance Officer of ViiV Healthcare, overseeing a multi-billion dollar annual business. Before ViiV Healthcare, Ms. Gallagher served on GSK Vaccines executive team as Vice President, Ethics and Compliance Officer, and prior to that she led GSK Vaccines’ legal and antitrust work following its \$5 billion acquisition of Novartis Vaccines. Before joining GSK, Ms. Gallagher served in leadership roles in the legal and compliance functions at Sandoz (a Novartis Company), Medtronic Inc., and Pfizer Inc.

Mrs. Gallagher holds a Juris Doctorate from Rutgers Law School and a Bachelor of Arts Degree in Spanish from Rutgers College.

**About OraSure Technologies**

OraSure Technologies empowers the global community to improve health and wellness by providing access to accurate, essential information. OraSure, together with its wholly-owned subsidiaries, DNA Genotek, Diversigen, and Novosanis, provides its customers with end-to-end solutions that encompass

---

tools, services and diagnostics. The OraSure family of companies is a leader in the development, manufacture, and distribution of rapid diagnostic tests, sample collection and stabilization devices, and molecular services solutions designed to discover and detect critical medical conditions. OraSure's portfolio of products is sold globally to clinical laboratories, hospitals, physician's offices, clinics, public health and community-based organizations, research institutions, government agencies, pharma, commercial entities and direct to consumers. For more information on OraSure Technologies, please visit [www.orasure.com](http://www.orasure.com).

---

