Table of Contents

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

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended September 30, 2020

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission file number: 0-26642

MYRIAD GENETICS, INC.
(Exact name of registrant as specified in its charter)

Delaware	**87-0494517**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
320 Wakara Way, Salt Lake City, UT	**84108**
(Address of principal executive offices)	**(Zip Code)**

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

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

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

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes x No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes x No ☐

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	x	Accelerated filer	☐
Non-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 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No x

As of November 2, 2020, the registrant had 75,210,480 shares of $0.01 par value common stock outstanding.

MYRIAD GENETICS, INC.

INDEX TO FORM 10-Q

MYRIAD GENETICS, INC.
AND SUBSIDIARIES
Condensed Consolidated Balance Sheets
(In millions)

ASSETS	**September 30, 2020 (Unaudited)**	**June 30, 2020**
Current assets:		
Cash and cash equivalents	$ 118.3	$ 163.7
Marketable investment securities	42.1	54.1
Prepaid expenses	12.5	13.8
Inventory	26.6	29.1
Trade accounts receivable	85.1	68.1
Prepaid taxes	107.9	—
Other receivables	2.0	2.9
Total current assets	394.5	331.7
Property, plant and equipment, net	36.7	37.0
Operating lease right-of-use assets	62.7	66.0
Long-term marketable investment securities	30.2	37.0
Intangibles, net	590.9	605.3
Goodwill	328.3	327.6
Other assets	1.2	—
Total assets	$ 1,444.5	$ 1,404.6
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 19.1	$ 21.7
Accrued liabilities	65.4	75.9
Current maturities of operating lease liabilities	13.6	13.5
Short-term contingent consideration	3.3	3.1
Deferred revenue	32.3	32.8
Total current liabilities	133.7	147.0
Unrecognized tax benefits	37.4	23.5
Long-term deferred taxes	75.3	26.6
Long-term debt	224.6	224.4
Noncurrent operating lease liabilities	53.5	56.9
Other long-term liabilities	10.7	8.0
Total liabilities	535.2	486.4
Commitments and contingencies		
Stockholders’ equity:		
Common stock, 75.2 and 74.7 shares outstanding at September 30, 2020 and June 30, 2020 respectively	0.8	0.7
Additional paid-in capital	1,101.2	1,096.6
Accumulated other comprehensive loss	(3.6)	(5.2)
Accumulated deficit	(189.1)	(173.9)
Total Myriad Genetics, Inc. stockholders’ equity	909.3	918.2
Non-controlling interest	—	—
Total stockholders' equity	909.3	918.2
Total liabilities and stockholders’ equity	$ 1,444.5	$ 1,404.6

See accompanying notes to condensed consolidated financial statements.

MYRIAD GENETICS, INC.
AND SUBSIDIARIES
Condensed Consolidated Statements of Operations (Unaudited)
(In millions, except per share amounts)

	Three months ended September 30,	
	2020	**2019**
Molecular diagnostic testing	$ 135.7	$ 172.0
Pharmaceutical and clinical services	9.5	14.3
Total revenue	145.2	186.3
Costs and expenses:		
Cost of molecular diagnostic testing	39.9	41.2
Cost of pharmaceutical and clinical services	4.3	8.5
Research and development expense	17.6	21.3
Change in the fair value of contingent consideration	(1.1)	0.7
Selling, general, and administrative expense	124.1	135.5
Total costs and expenses	184.8	207.2
Operating loss	(39.6)	(20.9)
Other income (expense):		
Interest income	0.4	0.9
Interest expense	(2.9)	(2.9)
Other	(1.6)	0.6
Total other expense, net	(4.1)	(1.4)
Loss before income tax	(43.7)	(22.3)
Income tax benefit	(28.5)	(1.7)
Net loss	(15.2)	(20.6)
Net loss attributable to non-controlling interest	—	—
Net loss attributable to Myriad Genetics, Inc. stockholders	$ (15.2)	$ (20.6)
Net loss per share:		
Basic and diluted	$ (0.20)	$ (0.28)
Weighted average shares outstanding:		
Basic and diluted	74.7	73.7

See accompanying notes to condensed consolidated financial statements.

MYRIAD GENETICS, INC.
AND SUBSIDIARIES
Condensed Consolidated Statements of Comprehensive Loss (Unaudited)
(In millions)

	Three months ended September 30,	
	2020	**2019**
Net loss attributable to Myriad Genetics, Inc. stockholders	$ (15.2)	$ (20.6)
Unrealized loss on available-for-sale debt securities, net of tax	(0.2)	—
Change in foreign currency translation adjustment, net of tax	1.8	(2.2)
Comprehensive loss	(13.6)	(22.8)
Comprehensive loss attributable to non-controlling interest	—	—
Comprehensive loss attributable to Myriad Genetics, Inc. shareholders	$ (13.6)	$ (22.8)

See accompanying notes to condensed consolidated financial statements.

MYRIAD GENETICS, INC.
AND SUBSIDIARIES
Condensed Consolidated Statements of Stockholders' Equity
(In millions)

	Common stock	Additional paid-in capital	Accumulated other comprehensive loss	Retained earnings (accumulated deficit)	Myriad Genetics, Inc. Stockholders' equity
BALANCES AT JUNE 30, 2019	**$ 0.7**	**$ 1,068.0**	**$ (5.4)**	**$ 25.6**	**$ 1,088.9**
Issuance of common stock under share-based compensation plans, net of shares exchanged for withholding tax	—	(0.5)	—	—	(0.5)
Share-based payment expense	—	8.8	—	—	8.8
Net loss	—	—	—	(20.6)	(20.6)
Other comprehensive loss, net of tax	—	—	(2.1)	—	(2.1)
BALANCES AT SEPTEMBER 30, 2019	**$ 0.7**	**$ 1,076.3**	**$ (7.5)**	**$ 5.0**	**$ 1,074.5**
BALANCES AT JUNE 30, 2020	**$ 0.7**	**$ 1,096.6**	**$ (5.2)**	**$ (173.9)**	**$ 918.2**
Issuance of common stock under share-based compensation plans, net of shares exchanged for withholding tax	0.1	(3.8)	—	—	(3.7)
Share-based payment expense	—	8.4	—	—	8.4
Net loss	—	—	—	(15.2)	(15.2)
Other comprehensive income, net of tax	—	—	1.6	—	1.6
BALANCES AT SEPTEMBER 30, 2020	**$ 0.8**	**$ 1,101.2**	**$ (3.6)**	**$ (189.1)**	**$ 909.3**

See accompanying notes to consolidated financial statements.

MYRIAD GENETICS, INC.
AND SUBSIDIARIES
Condensed Consolidated Statements of Cash Flows (Unaudited)
(In millions)

	Three months ended September 30,	
	2020	**2019**
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net loss attributable to Myriad Genetics, Inc. stockholders	$ (15.2)	$ (20.6)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and amortization	17.7	18.2
Non-cash interest expense	0.2	0.1
Non-cash lease expense	3.3	3.2
Loss (gain) on disposition of assets	0.1	(0.1)
Share-based compensation expense	8.4	8.8
Deferred income taxes	48.4	(5.1)
Unrecognized tax benefits	13.9	0.4
Change in fair value of contingent consideration	(1.1)	0.7
Changes in assets and liabilities:		
Prepaid expenses	1.2	2.6
Trade accounts receivable	(17.0)	16.7
Other receivables	0.9	(0.1)
Inventory	2.6	3.1
Prepaid taxes	(107.9)	2.1
Other assets	(1.2)	—
Accounts payable	(3.2)	(9.3)
Accrued liabilities	(9.8)	(4.9)
Deferred revenue	(0.6)	—
Net cash (used in) provided by operating activities	(59.3)	15.8
CASH FLOWS FROM INVESTING ACTIVITIES		
Capital expenditures	(1.5)	(1.4)
Purchases of marketable investment securities	—	(23.1)
Proceeds from maturities and sales of marketable investment securities	18.6	17.4
Net cash provided by (used in) investing activities	17.1	(7.1)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Payment for tax withholding for common stock issued under share-based compensation plans	(3.8)	(0.4)
Payment of contingent consideration recognized at acquisition	(0.1)	(3.3)
Repayment of revolving credit facility	—	(8.6)
Net cash used in financing activities	(3.9)	(12.3)
Effect of foreign exchange rates on cash and cash equivalents	0.7	0.3
Net decrease in cash and cash equivalents	(45.4)	(3.3)
Cash and cash equivalents at beginning of the period	163.7	93.2
Cash and cash equivalents at end of the period	$ 118.3	$ 89.9

See accompanying notes to condensed consolidated financial statements.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

(Dollars and shares in millions, except per share data)

(1) BASIS OF PRESENTATION

The accompanying condensed consolidated financial statements for Myriad Genetics, Inc. and subsidiaries (the “Company” or “Myriad”) have been prepared in accordance with U.S. generally accepted accounting principles (“GAAP”) for interim financial information and pursuant to the applicable rules and regulations of the Securities and Exchange Commission (“SEC”). All intercompany accounts and transactions have been eliminated in consolidation. In the opinion of management, the accompanying financial statements contain all adjustments (consisting of normal and recurring accruals) necessary to present fairly all financial statements in accordance with GAAP. The condensed consolidated financial statements herein should be read in conjunction with the Company’s audited consolidated financial statements and notes thereto included in the Company’s Annual Report on Form 10-K for the fiscal year ended June 30, 2020.

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements, as well as the reported amounts of revenue and expenses during the reporting period. Operating results for the three months ended September 30, 2020 may not necessarily be indicative of results to be expected for any other interim period or for the full year.

The full impact of the COVID-19 outbreak continues to evolve and its future impact remains highly uncertain and unpredictable. As such, it is uncertain as to the full magnitude of the effect that the pandemic will have on the Company's financial condition, liquidity, and future results of operations. Management is actively monitoring the impact of the global situation on the Company's financial condition, liquidity, operations, suppliers, industry, and workforce. Given the daily evaluation of the COVID-19 outbreak and the global responses to curb its spread, the Company is not able to estimate the effects of the COVID-19 outbreak on its results of operations, financial condition, or liquidity for future periods.

We have historically experienced seasonality in our testing business. The volume of testing is negatively impacted by the summer season, which is generally reflected in the quarter ended June 30. The quarter ending December 31 is generally strong as we see an increase in volumes from patients who have met their annual insurance deductible. Conversely, the quarter ending March 31 is typically negatively impacted by the annual reset of patient deductibles. Due to the global pandemic, we cannot predict if seasonality will follow the same pattern as in prior years.

Reclassifications

Certain prior period amounts have been reclassified to conform with the current period presentation. The reclassifications have no impact on the total assets, total liabilities, stockholders’ equity, cash flows from operations, or net loss for the period.

Recent Accounting Pronouncements

Recently Adopted Standards

In June 2016, the Financial Accounting Standards Board (the "FASB") issued ASU 2016-13, Financial Instruments – Credit Losses (Topic 326) (“ASU 2016-13”) which introduces new guidance for the accounting for credit losses on certain instruments within its scope. ASU 2016-13 introduces an approach based on expected losses to estimate credit losses on certain types of financial instruments. For trade receivables, the Company is required to use a forward-looking expected loss model rather than the incurred loss model for recognizing credit losses, which reflects losses that are probable. Credit losses relating to available-for-sale debt securities are also recorded through an allowance for credit losses rather than as a reduction in the amortized cost basis of the securities. On July 1, 2020, the Company adopted ASU 2016-13 under the modified retrospective approach by initially applying ASU 2016-13 at the adoption date, rather than at the beginning of the earliest comparative period presented. This guidance was adopted with no material impact to the Company's consolidated financial statements.

In August 2018, the FASB issued ASU 2018-15, Intangibles – Goodwill and Other - Internal-Use Software (Subtopic 350-40): Customer’s Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That Is a Service Contract (“ASU 2018-15”). ASU 2018-15 aligns the requirements for capitalizing implementation costs incurred in a hosting arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software, including hosting arrangements that include an internal-use

software license. On July 1, 2020, the Company adopted ASU 2018-15 on a prospective basis with no material impact to the Company's consolidated financial statements as of September 30, 2020. The amounts capitalized may be material in future periods; implementation costs incurred in cloud computing arrangements are capitalized as part of the other assets financial statement line item in the consolidated balance sheets.

Standards Effective in Future Years and Not Yet Adopted

In December 2019, the FASB issued ASU 2019-12, Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes ("ASU 2019-12"). ASC 2019-12 is a new accounting standard to simplify accounting for income taxes and remove, modify, and add to the disclosure requirements of income taxes. The standard is effective for fiscal years beginning after December 15, 2020, with early adoption permitted. The Company is currently evaluating the impact this new standard will have on the consolidated financial statements.

(2) REVENUE

Myriad generates revenue by performing molecular diagnostic testing and pharmaceutical services. The Company previously provided clinical services until selling Privatklinik Dr. Robert Schindlbeck GmbH & Co. KG (the "Clinic") in February 2020. Revenue from the sale of molecular diagnostic tests and pharmaceutical and clinical services is recorded at the estimated amount of consideration to be received. The Company has determined that the communication of test results or the completion of clinical and pharmaceutical services indicates transfer of control for revenue recognition purposes.

The following table presents detail regarding the composition of our total revenue by product and by U.S. versus rest of world, “RoW”:

	Three months ended September 30,					
	2020			2019		
(In millions)	U.S.	RoW	Total	U.S.	RoW	Total
Molecular diagnostic revenues:						
Hereditary Cancer Testing	$ 72.1	$ 8.5	$ 80.6	$ 100.6	$ 3.9	$ 104.5
Prenatal	16.4	0.1	16.5	23.5	—	23.5
GeneSight	11.9	—	11.9	22.7	—	22.7
Vectra	9.1	—	9.1	11.0	—	11.0
myChoice CDx	7.6	0.2	7.8	1.3	—	1.3
Prolaris	6.4	—	6.4	6.5	—	6.5
EndoPredict	0.4	2.4	2.8	0.5	1.8	2.3
Other	0.6	—	0.6	0.1	0.1	0.2
Total molecular diagnostic revenue	124.5	11.2	135.7	166.2	5.8	172.0
Pharmaceutical and clinical service revenue	9.5	—	9.5	8.5	5.9	14.3
Total revenue	$ 134.0	$ 11.2	$ 145.2	$ 174.7	$ 11.7	$ 186.3

The Company performs its obligation under a contract with a customer by processing diagnostic tests and communicating the test results to customers, in exchange for consideration from the customer. The Company has the right to bill its customers upon the completion of performance obligations and thus does not record contract assets. Occasionally, customers make payments prior to the Company's performance of its contractual obligations. When this occurs, the Company records a contract liability as deferred revenue. During fiscal year 2020, the Company received approximately $29.7 in advance Medicare payments to provide relief from the economic impacts of COVID-19 on the Company. The advance Medicare payments are included in the beginning and ending balance of deferred revenue. A reconciliation of the beginning and ending balances of deferred revenue is shown in the table below:

	Three months ended September 30,	
	2020	2019
Deferred revenue - beginning balance	$ 32.8	$ 2.2
Revenue recognized	(2.3)	(0.4)
Prepayments	1.8	0.3
Deferred revenue - ending balance	$ 32.3	$ 2.1

In accordance with ASU 2014-09, the Company has elected not to disclose the aggregate amount of the transaction price allocated to remaining performance obligations for its contracts that are one year or less, as the revenue is expected to be recognized within the next year. Furthermore, the Company has elected not to disclose the aggregate amount of the transaction price allocated to remaining performance obligations for its agreements wherein the Company's right to payment is in an amount that directly corresponds with the value of Company's performance to date. However, the Company periodically enters into arrangements with customers to provide diagnostic testing and/or pharmaceutical and clinical services that may have terms longer than one year and include multiple performance obligations. As of September 30, 2020, the aggregate amount of the transaction price of such contracts that is allocated to the remaining performance obligations is $2.8.

The Company may provide discounts to its customers. In determining the transaction price, Myriad includes an estimate of the expected amount of consideration as revenue. The Company applies this method consistently for similar contracts when estimating the effect of any uncertainty on an amount of variable consideration to which it will be entitled. The Company applies the expected value method for sales where the Company has a large number of contracts with similar characteristics.

In addition, the Company considers all the information (historical, current, and forecast) that is reasonably available to identify possible consideration amounts. The Company considers the probability of the variable consideration for each possible scenario. The Company also has significant experience with historical discount patterns and uses this experience to estimate transaction prices. The Company excludes from the measurement of transaction price all taxes assessed by a governmental authority that are both imposed on and concurrent with a specific revenue-producing transaction and collected by the Company from a customer. for example, sales tax, value added tax, etc. When assessing the total consideration for insurance carriers and patients, revenues are further constrained for estimated refunds. The Company reserves certain amounts in accrued liabilities on the balance sheet in anticipation of requests for refunds of payments made previously by insurance carriers, which are accounted for as reductions in revenues in the consolidated statements of operations and comprehensive loss. As of September 30, 2020, the Company recorded a $2.2 accrued liability and corresponding reduction in revenues for future refund of payments.

Cash collections for certain diagnostic tests delivered may differ from rates originally estimated, primarily driven by changes in the estimated transaction price due to contractual adjustments, obtaining updated information from payors and patients that was unknown at the time the performance obligation was met and settlements with third party payors. As a result of this new information, the Company updates our estimate of the amounts to be recognized for previously delivered tests, the impact of which was not material to our consolidated statements of operations for the three months ended September 30, 2020.

The Company applies the practical expedient related to costs to obtain or fulfill a contract since the amortization period for such costs will be one year or less. Accordingly, no costs incurred to obtain or fulfill a contract have been capitalized. The Company also applies the practical expedient for not adjusting revenue recognized for the effects of the time value of money. This practical expedient has been elected because the Company collects very little cash from customers under payment terms and the vast majority of payment terms have a payback period of less than one year.

Concentration of Credit Risk

Financial instruments that potentially subject us to concentrations of credit risk consist primarily of cash and cash equivalents and accounts receivable. Substantially all of the Company's accounts receivable are with companies in the healthcare industry, U.S. and state governmental agencies that make payments on the customer's behalf, and with individuals. The Company does not believe that receivables due from U.S. and state governmental agencies, such as Medicare, represent a credit risk since the related healthcare programs are funded by the U.S. and state governments. The Company only has one payor, Medicare, that represents greater than 10% of its revenues. Revenues received from Medicare represented approximately 16% and 14% of total revenue for the three months ended September 30, 2020 and 2019, respectively. Concentrations of credit risk are mitigated due to the number of the Company's customers as well as their dispersion across many geographic regions. No payor accounted for more than 10% of accounts receivable at September 30, 2020 or 2019. The Company does not require collateral from its customers.

(3) MARKETABLE INVESTMENT SECURITIES

The Company has classified its debt investment securities as available-for-sale securities. These securities are carried at estimated fair value with unrealized holding gains and losses, net of the related tax effect, included in accumulated other comprehensive loss in stockholders' equity until realized. Gains and losses on investment security transactions are reported on the specific-identification method. Dividend and interest income are recognized when earned. The Company's cash equivalents consist of short-term, highly liquid investments that are readily convertible to known amounts of cash. The amortized cost, gross unrealized holding gains, gross unrealized holding losses, and fair value for available-for-sale securities by major security type and class of security at September 30, 2020 and June 30, 2020 were as follows:

	Amortized cost	Gross unrealized holding gains	Gross unrealized holding losses	Estimated fair value
At September 30, 2020:				
Cash and cash equivalents:				
Cash	$ 68.3	$ —	$ —	$ 68.3
Cash equivalents	50.0	—	—	$ 50.0
Total cash and cash equivalents	118.3	—	—	118.3
Available-for-sale:				
Corporate bonds and notes	40.5	0.6	—	41.1
Municipal bonds	12.6	0.2	—	12.8
Federal agency issues	4.0	0.1	—	4.1
US government securities	14.2	0.1	—	14.3
Total	$ 189.6	$ 1.0	$ —	$ 190.6

	Amortized cost	Gross unrealized holding gains	Gross unrealized holding losses	Estimated fair value
At June 30, 2020:				
Cash and cash equivalents:				
Cash	$ 132.8	$ —	$ —	$ 132.8
Cash equivalents	30.9	—	—	30.9
Total cash and cash equivalents	163.7	—	—	163.7
Available-for-sale:				
Corporate bonds and notes	50.1	0.8	—	50.9
Municipal bonds	17.8	0.2	—	18.0
Federal agency issues	5.5	0.1	—	5.6
US government securities	16.4	0.2	—	16.6
Total	$ 253.5	$ 1.3	$ —	$ 254.8

In accordance with the adoption of ASC 2016-13, the Company assesses any unrealized loss positions for available-for-sale debt securities for which an allowance for credit losses has not been recorded. The aggregate amount of unrealized losses of these securities was not significant, and the impact of the securities in a continuous loss position to the condensed consolidated statements of operations and comprehensive loss were not material as of September 30, 2020.

Cash, cash equivalents, and maturities of debt securities classified as available-for-sale securities are as follows at September 30, 2020:

	Amortized cost	Estimated fair value
Cash	$ 68.3	$ 68.3
Cash equivalents	50.0	50.0
Available-for-sale:		
Due within one year	41.8	42.1
Due after one year through five years	29.5	30.2
Due after five years	—	—
Total	$ 189.6	$ 190.6

(4) FAIR VALUE MEASUREMENTS

The fair value of the Company's financial instruments reflects the amounts that the Company estimates it will receive in connection with the sale of an asset or pay in connection with the transfer of a liability in an orderly transaction between market participants at the measurement date (exit price). The fair value hierarchy prioritizes the use of inputs used in valuation techniques into the following three levels:

Level 1—quoted prices in active markets for identical assets and liabilities.

Level 2—observable inputs other than quoted prices in active markets for identical assets and liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities. Some of the Company's marketable securities primarily utilize broker quotes in a non-active market for valuation of these securities.

Level 3—unobservable inputs.

All of the Company's financial instruments are valued using quoted prices in active markets or based on other observable inputs. For Level 2 securities, the Company uses a third party pricing service which provides documentation on an ongoing basis that includes, among other things, pricing information with respect to reference data, methodology, inputs summarized by asset class, pricing application and corroborative information. The fair value of contingent consideration related to the Sividon Diagnostics GmbH ("Sividon") acquisition in fiscal year 2016 as well as long-term debt are categorized as Level 3 liabilities, as the measurement amount is based primarily on significant inputs not observable in the market. For Level 3 contingent consideration, the Company reassesses the fair value of expected contingent consideration and the corresponding liability each reporting period using the Monte Carlo Method, which is consistent with the initial measurement of the expected earn out liability. This fair value measurement is considered a Level 3 measurement because the Company estimates projections during the expected measurement period of approximately 9.25 years, utilizing various potential pay-out scenarios. Probabilities were applied to each potential scenario and the resulting values were discounted using a rate that considers weighted average cost of capital as well as a specific risk premium associated with the riskiness of the earn-out itself, the related projections, and the overall business. The contingent earn-out liabilities are classified as a component of long-term and short-term contingent consideration in the Company's consolidated balance sheets. Changes to the earn-out liabilities are reflected in change in the fair value of contingent consideration in our consolidated statements of operations. Changes to the unobservable inputs could have a material impact on the Company's financial statements.

The fair value of our long-term debt, which we consider a Level 3 measurement, is estimated using discounted cash flow analyses, based on the Company's current estimated incremental borrowing rates for similar borrowing arrangements. The fair value of long-term debt is estimated to be $226.5 at September 30, 2020.

The following table sets forth the fair value of the financial assets and liabilities that the Company re-measures on a regular basis:

	Level 1	Level 2	Level 3	Total
September 30, 2020				
Money market funds (a)	$ 50.0	$ —	$ —	$ 50.0
Corporate bonds and notes	—	41.1	—	41.1
Municipal bonds	—	12.8	—	12.8
Federal agency issues	—	4.1	—	4.1
US government securities	—	14.3	—	14.3
Contingent consideration	—	—	(5.9)	(5.9)
Total	$ 50.0	$ 72.3	$ (5.9)	$ 116.4

(a) Money market funds are primarily comprised of exchange traded funds and accrued interest.

	Level 1	Level 2	Level 3	Total
June 30, 2020				
Money market funds (a)	$ 30.9	$ —	$ —	$ 30.9
Corporate bonds and notes	—	50.9	—	50.9
Municipal bonds	—	18.0	—	18.0
Federal agency issues	—	5.6	—	5.6
US government securities	—	16.6	—	16.6
Contingent consideration	—	—	(6.8)	(6.8)
Total	$ 30.9	$ 91.1	$ (6.8)	$ 115.2

(a) Money market funds are primarily comprised of exchange traded funds and accrued interest.

The following table reconciles the change in the fair value of the contingent consideration during the periods presented:

	Carrying amount
Balance June 30, 2020	$ 6.8
Payment of contingent consideration	(0.1)
Change in fair value recognized in the income statement	(1.1)
Translation adjustments recognized in other comprehensive loss	0.3
Ending balance September 30, 2020	$ 5.9

The fair value of contingent consideration for the three months ended September 30, 2020 decreased compared to the same period in the prior year due to changes in timing of expected cash payments associated with the contingent consideration related to the Sividon acquisition.

(5) PROPERTY, PLANT AND EQUIPMENT, NET

	September 30, 2020	June 30, 2020
Leasehold improvements	$ 32.6	$ 31.8
Equipment	114.1	112.1
	146.7	143.9
Less accumulated depreciation	(110.0)	(106.9)
Property, plant and equipment, net	$ 36.7	$ 37.0

	Three months ended September 30,	
	2020	2019
Depreciation expense	$ 2.4	$ 2.9

(6) GOODWILL AND INTANGIBLE ASSETS

Goodwill

The changes in the carrying amount of goodwill for the three months ended September 30, 2020, are as follows:

	Diagnostic	Other	Total
Beginning balance	$ 270.7	$ 56.9	$ 327.6
Translation adjustments	0.7	—	0.7
Ending balance	$ 271.4	$ 56.9	$ 328.3

The Company will perform its annual goodwill impairment testing during the quarter ended December 31, 2020 as a result of its change in fiscal year end (see Note 16). The upcoming annual assessment may result in impairment charges if there is deterioration in business conditions, negative changes in market factors, or changes in the strategic priorities of the Company and its reporting units.

Intangible Assets

Intangible assets primarily consist of amortizable assets of purchased licenses and technologies, customer relationships, and trade names as well as non-amortizable intangible assets of in-process technologies and research and development. The following summarizes the amounts reported as intangible assets:

	Gross Carrying Amount	Accumulated Amortization	Net
At September 30, 2020:			
Purchased licenses and technologies	$ 816.6	$ (232.4)	$ 584.2
Customer relationships	4.7	(4.4)	0.3
Trademarks	3.0	(1.4)	1.6
Total amortized intangible assets	824.3	(238.2)	586.1
In-process research and development	4.8	—	4.8
Total unamortized intangible assets	4.8	—	4.8
Total intangible assets	$ 829.1	$ (238.2)	$ 590.9

	Gross Carrying Amount	Accumulated Amortization	Net
At June 30, 2020:			
Purchased licenses and technologies	$ 815.6	$ (217.1)	$ 598.5
Customer relationships	4.6	(4.2)	0.4
Trademarks	3.0	(1.4)	1.6
Total amortized intangible assets	823.2	(222.7)	600.5
In-process research and development	4.8	—	4.8
Total unamortized intangible assets	4.8	—	4.8
Total intangible assets	$ 828.0	$ (222.7)	$ 605.3

The Company recorded amortization expense during the respective periods for these intangible assets as follows:

	Three months ended September 30,	
	2020	2019
Amortization of intangible assets	$ 15.3	$ 15.3

(7) ACCRUED LIABILITIES

	September 30, 2020	June 30, 2020
Employee compensation and benefits	$ 47.2	$ 47.4
Accrued taxes payable	3.5	6.1
Other	14.7	22.4
Total accrued liabilities	$ 65.4	$ 75.9

(8) LONG-TERM DEBT

On December 23, 2016, the Company entered into a senior secured revolving credit facility (the “Facility”) by and among Myriad, as borrower, and the lenders from time to time party thereto. On July 31, 2018, the Company entered into Amendment No. 1 which effected an “amend and extend” transaction with respect to the Facility by which the maturity date thereof was extended to July 31, 2023 and the maximum aggregate principal commitment was increased from $300.0 to $350.0. On May 1, 2020, the Company entered into Amendment No. 2 (the “Amended Facility”), which waived the Company's compliance with certain covenants and modified the interest rate and other terms during the Amendment Period from March 31, 2020 through June 30, 2021 (the "Amendment Period"). Both amendments were accounted for as modifications pursuant to guidance in ASC 470-50.

Pursuant to the Amended Facility, the Company borrowed revolving loans in an aggregate principal amount of $300.0 with $1.8 in upfront fees and $0.3 debt issuance costs recorded as a debt discount to be amortized over the term of the Amended Facility. The Company incurred an additional $1.0 in upfront fees as a result of Amendment No. 2, which was also recorded as a debt discount that will be amortized over the term of the Amended Facility. The current balance of the net long-term debt is $224.6. There are no scheduled principal payments of the Amended Facility prior to its maturity date.

The Amended Facility contains customary loan terms, interest rates, representations and warranties, affirmative and negative covenants, in each case, subject to customary limitations, exceptions and exclusions. The Amended Facility also contains certain customary events of default. Amendment No. 2 modified the Facility to increase the interest rate to be fixed at a spread of LIBOR plus 350 basis points on drawn balance and the undrawn fee was increased to 50 basis points during the Amendment Period. At the end of the Amendment Period, interest rates return to the previous pricing of 200 basis points on drawn balances and an undrawn fee ranging from 25 to 45 basis points based on the Company's leverage ratio. The LIBOR floor was also increased to 1.0% during the Amendment Period. The interest rate as of September 30, 2020 was 4.5%.

Covenants in the Amended Facility impose operating and financial restrictions on the Company. These restrictions may prohibit or place limitations on, among other things, the Company’s ability to incur additional indebtedness, create certain types of liens, and complete mergers, consolidations, or complete change in control transactions. The Amended Facility may also prohibit or place limitations on the Company’s ability to sell assets, pay dividends or provide other distributions to shareholders. The Company must maintain specified leverage and interest ratios measured as of the end of each quarter as a financial covenant in the Amended Facility. Amendment No. 2 modified the Amended Facility's compliance with the leverage covenant and the interest coverage ratio covenant, which were waived through March 31, 2021. A minimum liquidity covenant was added for the period beginning May 2020 until March 2021, and a minimum EBITDA covenant was added for the quarters ending December 31, 2020 and March 31, 2021. Amendment No. 2 also revised certain negative covenants of the Amended Facility during the Amendment Period. The Company was in compliance with all financial covenants at September 30, 2020. Based on the continued uncertainty regarding the impact of COVID-19 on the Company’s future operations, it is possible that the Company could be in violation of certain financial covenants contained in the Amended Facility within the Amendment Period, which runs through June 30, 2021. The Company may seek waivers or amendments from the lenders in order to avoid a future potential covenant violation, in addition to taking other potential actions. If the Company were unable to comply with the covenants in the future, it could result in an increase in the rate of interest and limits on the Company's ability to incur certain additional indebtedness and it could potentially cause the loan repayment to be

accelerated, any of which could have a material adverse impact on the Company's operations and liquidity. The Company has and continues to take actions to mitigate the risk of an event of default under the Amended Facility, however there is no assurance it will be successful in doing so.

The Amended Facility is secured by a first-lien security interest in substantially all of the assets of Myriad and certain of its domestic subsidiaries and each such domestic subsidiary of Myriad has guaranteed the repayment of the Amended Facility. Amounts outstanding under the Amended Facility and Facility were as follows:

	September 30, 2020	June 30, 2020
Long-term debt	$ 226.7	$ 226.7
Long-term debt discount	(2.1)	(2.3)
Net long-term debt	$ 224.6	$ 224.4

(9) OTHER LONG-TERM LIABILITIES

	September 30, 2020	June 30, 2020
Contingent consideration	$ 2.6	$ 3.7
Other	8.1	4.3
Total other long-term liabilities	$ 10.7	$ 8.0

The Company's balance of other long-term liabilities as of September 30, 2020 and June 30, 2020 consists of the Company's portion of social security taxes that have been deferred under the CARES Act that do not have to be deposited until December 2021 and December 2022.

(10) PREFERRED AND COMMON STOCKHOLDERS' EQUITY

The Company is authorized to issue up to 5.0 shares of preferred stock, par value $0.01 per share. There were no preferred shares outstanding at September 30, 2020.

The Company is authorized to issue up to 150.0 shares of common stock, par value $0.01 per share. There were 75.2 shares issued and outstanding at September 30, 2020.

Common shares issued and outstanding

	Three months ended September 30, 2020	Year ended June 30, 2020
Beginning common stock issued and outstanding	74.7	73.5
Common stock issued upon exercise of options, vesting of restricted stock units and employee stock plans	0.5	1.2
Common stock issued and outstanding at end of period	75.2	74.7

Basic earnings per share is computed based on the weighted-average number of shares of common stock outstanding. Diluted earnings per share is computed based on the weighted-average number of shares of common stock, including the dilutive effect of common stock equivalents, outstanding. In periods when the Company has a net loss, stock awards are excluded from the calculation of diluted net loss per share as their inclusion would have an antidilutive effect.

The following is a reconciliation of the denominators of the basic and diluted earnings per share ("EPS") computations:

	Three months ended September 30,	
	2020	2019
Denominator:		
Weighted-average shares outstanding used to compute basic EPS	74.7	73.7
Effect of dilutive shares	—	—
Weighted-average shares outstanding and dilutive securities used to compute diluted EPS	74.7	73.7

Certain outstanding options and restricted stock units ("RSUs") were excluded from the computation of diluted earnings per share because the effect would have been anti-dilutive. These potential dilutive common shares, which may be dilutive to future diluted earnings per share, are as follows:

	Three months ended September 30,	
	2020	2019
Anti-dilutive options and RSUs excluded from EPS computation	7.3	1.7

Stock Repurchase Program

In June 2016, the Company's Board of Directors authorized a share repurchase program of $200.0 of the Company's outstanding common stock from time to time or on an accelerated basis through open market transactions or privately negotiated transactions as determined by the Company's management. The amount and timing of stock repurchases under the program will depend on business and market conditions, stock price, trading restrictions, acquisition activity and other factors. As of September 30, 2020, the Company is authorized to repurchase up to $110.7 of shares under this authorization. No shares were repurchased during the three months ended September 30, 2020 or 2019.

(11) SHARE-BASED COMPENSATION

On November 30, 2017, the Company's shareholders approved the adoption of the 2017 Employee, Director and Consultant Equity Incentive Plan (as amended, the "2017 Plan"). On November 29, 2018 and December 5, 2019, the shareholders approved amendments to the 2017 Plan increasing the shares available to grant. The 2017 Plan allows the Company, under the direction of the Compensation Committee of the Board of Directors, to make grants of restricted and unrestricted stock awards to employees, consultants and directors. As of September 30, 2020, the Company may grant additional shares of common stock under the 2017 Plan with respect to the 0.1 options outstanding under our 2003 Plan and 4.8 options and restricted stock units outstanding under our 2010 Plan, to the extent that those options and restricted stock units expire or are cancelled without delivery of shares of common stock. If an RSU awarded under the 2017 Plan is cancelled or forfeited without the issuance of shares of common stock, the unissued or reacquired shares, which were subject to the RSU, shall again be available for issuance pursuant to the 2017 Plan.

The number of shares, terms, and vesting periods are determined by the Company's Board of Directors or a committee thereof on an award-by-award basis. RSUs granted to employees generally vest ratably over four years on the anniversary date of the designated day of the last week of the month in which the RSUs are granted. The number of RSUs awarded to certain executive officers may be increased or reduced based on certain additional performance metrics. Options and RSUs granted to our non-employee directors vest in full upon completion of one year of service on the anniversary following the date of the grant. Options generally vest ratably over service periods of four years. Options granted after December 5, 2012 expire eight years from the date of grant, and options granted prior to that date generally expire ten years from the date of grant. In September 2014, the Company began generally issuing RSUs in lieu of stock options.

During the three months ended September 30, 2020, the Company granted stock-based awards to the Company's new President and Chief Executive Officer as an inducement material to his commencement of employment and entry into an employment agreement with the Company. The inducement awards were made in accordance with Nasdaq Stock Market rules and were not made under the Company's existing equity plans; the inducement awards are included in the tables below.

Stock Options

A summary of the stock option activity under the Company's equity plans, including the Company's inducement awards, for the three months ended September 30, 2020 is as follows:

	Number of shares	Weighted average exercise price
Options outstanding at June 30, 2020	4.8	$ 24.47
Options granted	0.7	$ 13.38
Less:		
Options exercised	—	$ —
Options canceled or expired	(0.1)	$ 16.40
Options outstanding at September 30, 2020	5.4	$ 23.19
Options exercisable at September 30, 2020	4.7	$ 24.62

As of September 30, 2020, there was $5.2 of unrecognized share-based compensation expense related to the inducement stock options that will be recognized over a weighted-average period of 2.8 years.

Restricted Stock Units

A summary of the RSU activity under the Company's plans, including the Company's inducement awards and RSU awards with performance metrics, for the three months ended September 30, 2020 is as follows:

	Number of shares	Weighted average grant date fair value
RSUs outstanding at June 30, 2020	2.3	$ 32.50
RSUs granted	0.4	$ 13.24
Less:		
RSUs vested	(0.8)	$ 33.07
RSUs canceled	—	$ —
RSUs outstanding at September 30, 2020	1.9	$ 27.70

As of September 30, 2020, there was $44.1 of total unrecognized share-based compensation expense related to RSUs that will be recognized over a weighted-average period of 2.5 years.

Employee Stock Purchase Plan

The Company also has an Employee Stock Purchase Plan that was approved by shareholders in 2012 (the "2012 Purchase Plan"), under which 2.0 shares of common stock have been authorized. Shares are issued under the 2012 Purchase Plan twice yearly at the end of each offering period. As of September 30, 2020, approximately 0.3 shares of common stock are available for issuance under the 2012 Purchase Plan.

Share-Based Compensation Expense

Share-based compensation expense recognized and included in the condensed consolidated statements of operations and comprehensive loss was allocated as follows:

	Three months ended September 30,	
	2020	2019
Cost of molecular diagnostic testing	$ 0.3	$ 0.2
Cost of pharmaceutical and clinical services	0.1	0.1
Research and development expense	1.3	1.5
Selling, general, and administrative expense	6.7	7.0
Total share-based compensation expense	$ 8.4	$ 8.8

(12) INCOME TAXES

In order to determine the Company's quarterly provision for income taxes, the Company used an estimated annual effective tax rate that is based on expected annual income and statutory tax rates in the various jurisdictions in which the Company operates. Under the Tax Cuts and Jobs Act, the federal corporate tax rate is 21% for calendar year 2020. Certain significant or unusual items are separately recognized in the quarter during which they occur and can be a source of variability in the effective tax rate from quarter to quarter.

Income tax benefit for the three months ended September 30, 2020 was $28.5, or approximately 65.2% of pre-tax loss compared to an income tax benefit of $1.7, or approximately 7.6% of pre-tax loss, for the three months ended September 30, 2019. Income tax benefit for the three months ended September 30, 2020 is based on the Company's estimated annualized effective tax rate for the six-month transition period ending December 31, 2020, adjusted by discrete items recognized during the period. For the three months ended September 30, 2020, the Company's recognized effective tax rate differs from the U.S. federal statutory rate primarily due to carrying back net operating losses due to the CARES Act.

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act ("CARES") was enacted. CARES impacted several provisions to the U.S. tax code that have affected our six-month transition period ending December 31, 2020, including, but not limited to, (1) NOL carry-back and carry-forward provisions, (2) deductibility of interest, (3) acceleration of corporate AMT credits, and (4) classification of qualified improvement property. As of the quarter ended September 30, 2020, the Company recognized an income tax net benefit of $20.0 related to the CARES Act, which included an increase in the uncertain tax benefit accrual of $14.3, related to carrying back net operating losses to tax years with higher corporate tax rates than the year the net operating loss originated. The Company will continue to evaluate the application of any and all provisions through the remainder of the six-month transition period ending December 31, 2020.

The Company files U.S., foreign and state income tax returns in jurisdictions with various statutes of limitations. The Company is currently under audit by the state of New Jersey for the fiscal years June 30, 2013 through 2017; the state of New York and Massachusetts for the fiscal years June 30, 2014 through 2016; Germany for the fiscal years June 30, 2013 through 2015; and Switzerland for the fiscal years June 30, 2015 through 2016. Annual and interim tax provisions include amounts considered necessary to pay assessments that may result from examination of prior year tax returns; however, the amount ultimately paid upon resolution of issues may differ materially from the amount accrued.

(13) COMMITMENTS AND CONTINGENCIES

The Company is subject to various claims and legal proceedings covering matters that arise in the ordinary course of its business activities. As of September 30, 2020, the management of the Company believes any reasonably possible liability that may result from the resolution of these matters will not have a material adverse effect on the Company's consolidated financial position, operating results, or cash flows.

From time to time, the Company receives recoupment requests from third-party payors for alleged overpayments. The Company disagrees with the contentions of the pending requests or has recorded an estimated reserve for the alleged overpayments.

(14) SEGMENT AND RELATED INFORMATION

The Company's business is aligned with how the chief operating decision maker reviews performance and makes decisions in managing the Company. The business units have been aggregated into two reportable segments: (i) diagnostics and (ii) other. The diagnostics segment provides testing and collaborative development of testing that is designed to assess an individual's risk for developing disease later in life, identify a patient's likelihood of responding to drug therapy and guide a patient's dosing to ensure optimal treatment, or assess a patient's risk of disease progression and disease recurrence. The other segment provides testing products and services to the pharmaceutical, biotechnology and medical research industries, research and development, and clinical services for patients, and includes corporate services such as finance, human resources, legal and information technology.

Segment revenue and operating income (loss) were as follows during the periods presented:

	Diagnostics	Other	Total
Three months ended September 30, 2020			
Revenues	$ 130.5	$ 14.7	$ 145.2
Depreciation and amortization	16.7	1.0	17.7
Segment operating loss	(0.3)	(39.3)	(39.6)
Three months ended September 30, 2019			
Revenues	$ 170.4	$ 15.9	$ 186.3
Depreciation and amortization	16.9	1.3	18.2
Segment operating income (loss)	17.3	(38.2)	(20.9)

	Three months ended September 30,	
	2020	2019
Total operating loss for reportable segments	$ (39.6)	$ (20.9)
Unallocated amounts:		
Interest income	0.4	0.9
Interest expense	(2.9)	(2.9)
Other	(1.6)	0.6
Loss from operations before income taxes	(43.7)	(22.3)
Income tax benefit	(28.5)	(1.7)
Net loss	(15.2)	(20.6)
Net loss attributable to non-controlling interest	—	—
Net loss attributable to Myriad Genetics, Inc. stockholders	$ (15.2)	$ (20.6)

(15) SUPPLEMENTAL CASH FLOW INFORMATION

	Three months ended September 30,	
	2020	2019
Cash paid during the period for income taxes	$ 1.3	$ 0.2
Cash paid for interest	2.6	2.8
Establishment of operating lease right-of-use assets and lease liabilities		
Operating lease right-of-use assets	$ —	$ 74.5
Operating lease liabilities	—	(78.8)
Accrued liabilities and other long-term liabilities	—	4.3

(16) SUBSEQUENT EVENTS

Change in Fiscal Year

On October 9, 2020, the Company's Board of Directors approved a change in the Company's fiscal year from a fiscal year ending on the last day of June of each year to a calendar fiscal year ending on the last day of December of each year, effective January 1, 2021. Accordingly, the Company will be issuing financial statements for a six-month transition period ending December 31, 2020 and calendar year financial statements thereafter.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations
(Dollars and shares in millions, except per share data)

Forward-Looking Statements

The Securities and Exchange Commission encourages companies to disclose forward-looking information so that investors can better understand a company's future prospects and make informed investment decisions. This Quarterly Report on Form 10-Q contains such "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995.

Words such as "may," "anticipate," "estimate," "expects," "projects," "intends," "plans," "believes," "seek," "could," "continue," "likely," "will," "strategy", "goal" and words and terms of similar substance used in connection with any discussion of future operating or financial performance, identify forward-looking statements. All forward-looking statements are management's present expectations of future events and are subject to a number of risks and uncertainties that could cause actual results to differ materially and adversely from those described in the forward-looking statements. These risks include, but are not limited to: uncertainties associated with COVID-19, including its possible effects on our operations and the demand for our products and services; our ability to efficiently and flexibly manage our business amid uncertainties related to COVID-19; the risk that sales and profit margins of our existing molecular diagnostic tests and pharmaceutical and clinical services may decline or will not continue to increase at historical rates; risks related to our ability to successfully transition from our existing product portfolio to our new tests; risks related to changes in governmental or private insurers' coverage and reimbursement levels for our tests or our ability to obtain reimbursement for our new tests at comparable levels to our existing tests; risks related to increased competition and the development of new competing tests and services; the risk that we may be unable to develop or achieve commercial success for additional molecular diagnostic tests and pharmaceutical and clinical services in a timely manner, or at all; the risk that we may not successfully develop new markets for our molecular diagnostic tests and pharmaceutical and clinical services, including our ability to successfully generate revenue outside the United States; the risk that licenses to the technology underlying our molecular diagnostic tests and pharmaceutical and clinical services tests and any future tests are terminated or cannot be maintained on satisfactory terms; risks related to delays or other problems with operating our laboratory testing facilities; risks related to public concern over genetic testing in general or our tests in particular; risks related to regulatory requirements or enforcement in the United States and foreign countries and changes in the structure of the healthcare system or healthcare payment systems; risks related to our ability to obtain new corporate collaborations or licenses and acquire new technologies or businesses on satisfactory terms, if at all; risks related to our ability to successfully integrate and derive benefits from any technologies or businesses that we license or acquire; risks related to our projections about the potential market opportunity for our products; the risk that we or our licensors may be unable to protect or that third parties will infringe the proprietary technologies underlying our tests; the risk of patent-infringement claims or challenges to the validity of our patents; risks related to changes in intellectual property laws covering our molecular diagnostic tests and pharmaceutical and clinical services and patents or enforcement in the United States and foreign countries, such as the Supreme Court decisions in *Mayo Collab. Servs. v. Prometheus Labs., Inc.*, 566 U.S. 66 (2012), *Ass'n for Molecular Pathology v. Myriad Genetics, Inc.*, 569 U.S. 576 (2013), and *Alice Corp. v. CLS Bank Int'l*, 573 U.S. 208 (2014); risks of new, changing and competitive technologies and regulations in the United States and internationally; the risk that we may be unable to comply with financial operating covenants under our credit or lending agreements; the risk that we will be unable to pay, when due, amounts due under our credit or lending agreements; and other factors discussed under the heading "Risk Factors" contained in Item 1A of our Annual report on Form 10-K for the fiscal year ended June 30, 2020, which has been filed with the Securities and Exchange Commission, as well as any updates to those risk factors filed from time to time in our Quarterly Reports on Form 10-Q (including Item 1A below in this report) or Current Reports on Form 8-K.

In light of these assumptions, risks and uncertainties, the results and events discussed in the forward-looking statements contained in this Quarterly Report or in any document incorporated by reference might not occur. Stockholders are cautioned not to place undue reliance on the forward-looking statements, which speak only as of the date of this Quarterly Report. We are not under any obligation, and we expressly disclaim any obligation, to update or alter any forward-looking statements, whether as a result of new information, future events or otherwise. All subsequent forward-looking statements attributable to us or to any person acting on our behalf are expressly qualified in their entirety by the cautionary statements contained or referred to in this section.

General

We are a leading precision medicine company acting as a trusted advisor to transform patient lives through pioneering molecular diagnostics. Through our proprietary technologies, we believe we are positioned to identify important disease genes, the proteins they produce, and the biological pathways in which such genes and proteins are involved to better understand the molecular basis of certain human diseases. We believe that identifying these biomarkers (i.e., DNA, RNA and proteins) will enable us to develop novel molecular diagnostic tests that can provide important information to solve unmet medical needs. During the three months ended September 30, 2020, we reported total revenues of $145.2 and net loss of $(15.2) resulting in $(0.20) net loss per share.

Our business units have been aligned with how the chief operating decision maker reviews performance and makes decisions in managing the Company. The business units have been aggregated into two reportable segments: (i) diagnostics and (ii) other. The diagnostics segment provides testing and collaborative development of testing that is designed to assess an individual's risk for developing disease later in life, identify a patient's likelihood of responding to drug therapy and guide a patient's dosing to ensure optimal treatment, or assess a patient's risk of disease progression and disease recurrence. The other segment provides testing products and services to the pharmaceutical, biotechnology and medical research industries, research and development, and clinical services for patients, and includes corporate services such as finance, human resources, legal and information technology.

Business Updates

During the quarter ended September 30, 2020, we continued to see improvement in business fundamentals, including test volumes, for our diagnostic products which have been affected by the COVID-19 pandemic. Total test volumes reached 90 percent of pre-pandemic levels by the end of the quarter compared to 75 percent of pre-pandemic levels at the end of the prior quarter ended June 30, 2020. We have also made the following recent announcements:

- Appointed Paul J. Diaz as President and Chief Executive Officer, effective August 13, 2020.
- The American College of Obstetricians and Gynecologists recently issued guidelines recommending prenatal testing for average risk patients. These guidelines have led to new medical policy guidelines for payors covering average risk testing incorporating 24 million covered lives to date.
- Received a local coverage determination ("LCD") for Prolaris for unfavorable intermediate and high-risk patients from Palmetto GBA and CGS Administrators, LLC, two of the administrative contractors for the Centers for Medicare & Medicaid Services. The final LCD becomes effective December 6, 2020.
- The final LCD for pharmacogenomic (PGx) testing became effective during the quarter, which expanded coverage for patients to all healthcare providers licensed and qualified to diagnose the condition and prescribe relevant medications (either independently or in an arrangement).
- Received coverage from the German Federal Joint Committee (G-BA) for the EndoPredict® breast cancer prognostic test. The positive decision means that EndoPredict® is now available to all patients with statutory health insurance in Germany without restrictions as a benefit of the statutory health insurance scheme (GKV).

Change in Fiscal Year

On October 9, 2020, our Board of Directors approved a change in our fiscal year from a fiscal year ending on the last day of June of each year to a calendar fiscal year ending on the last day of December of each year, effective January 1, 2021. Accordingly, we will be issuing financial statements for a six-month transition period ending as of December 31, 2020, and calendar year financial statements thereafter.

Results of Operations for the Three Months Ended September 30, 2020 and 2019

Revenue

(In millions)	Three months ended September 30, 2020	2019	Change
Revenue	$ 145.2	$ 186.3	$ (41.1)

The Company's revenues for the three months ended September 30, 2020 continued to be impacted by factors related to the COVID-19 pandemic, including patients incurring obstacles to access healthcare professionals, which resulted in testing volumes declining compared to the prior year across the majority of the products. In addition, the average expected reimbursement per test decreased due to a variety of factors such as negotiating new contracts with payors and the impact of a $2.2 million reduction in revenues for estimated future refunds across the Company's products. Hereditary Cancer Testing revenues decreased $23.9 compared to the same period in the prior year due primarily to an approximate 18% decrease in volumes and an approximate 6% decrease in average reimbursement per test. GeneSight revenues declined $10.8 compared to the same period in the prior year due primarily to an approximate 28% decrease in volumes and an approximate 27% decrease in average reimbursement per test. Prenatal revenues declined $7.0 compared to the same period in the prior year due primarily to a decrease in average reimbursement per test of approximately 34%. Pharmaceutical and clinical service revenue declined $4.8 compared to the same period in the prior year, primarily as a result of selling the Clinic in February 2020.

The following table presents additional detail regarding the composition of our total revenue for the three months ended September 30, 2020 and 2019:

(In millions)	Three months ended September 30, 2020	2019	$ Change	% of Total Revenue 2020	2019
Molecular diagnostic revenues:					
Hereditary Cancer Testing	$ 80.6	$ 104.5	$ (23.9)	56 %	56 %
Prenatal	16.5	23.5	(7.0)	11 %	13 %
GeneSight	11.9	22.7	(10.8)	8 %	12 %
Vectra	9.1	11.0	(1.9)	6 %	6 %
myChoice CDx	7.8	1.3	6.5	5 %	1 %
Prolaris	6.4	6.5	(0.1)	4 %	3 %
EndoPredict	2.8	2.3	0.5	2 %	1 %
Other	0.6	0.2	0.4	— %	— %
Total molecular diagnostic revenue	135.7	172.0	(36.3)		
Pharmaceutical and clinical service revenue	9.5	14.3	(4.8)	7 %	8 %
Total revenue	$ 145.2	$ 186.3	$ (41.1)	100 %	100 %

Cost of Sales

(In millions)	Three months ended September 30, 2020	2019	Change
Cost of molecular diagnostic testing	$ 39.9	$ 41.2	$ (1.3)
Cost of molecular diagnostic testing as a % of revenue	29.4 %	24.0 %	
Cost of pharmaceutical and clinical services	$ 4.3	$ 8.5	$ (4.2)
Cost of pharmaceutical and clinical services as a % of revenue	45.3 %	59.4 %	

The cost of molecular diagnostic testing as a percentage of revenue increased from 24.0% to 29.4% during the three months ended September 30, 2020 compared to the same period in the prior year. The increase was primarily driven by the decline in revenue from lower test volumes during the period, attributable to the impact of COVID-19 as lower revenues were generated to cover fixed costs of performing the tests. The cost of pharmaceutical and clinical services as a percentage of revenue decreased from 59.4% to 45.3% during the three months ended September 30, 2020 compared to the same period in the prior year due to the sale of the Clinic in February 2020.

Research and Development Expenses

(In millions)	Three months ended September 30, 2020	2019	Change
R&D expense	$ 17.6	$ 21.3	$ (3.7)
R&D expense as a % of sales	12.1 %	11.4 %	

Research and development expense for the three months ended September 30, 2020 decreased compared to the same period in the prior year primarily due to decreased personnel expenses from a decrease in headcount and decreased technology related expenses from synergies between our labs located in Salt Lake City and in San Francisco.

Change in the Fair Value of Contingent Consideration

(In millions)	Three months ended September 30, 2020	2019	Change
Change in the fair value of contingent consideration	$ (1.1)	$ 0.7	$ (1.8)
Change in the fair value of contingent consideration as a % of sales	(0.8)%	0.4	

The fair value of contingent consideration for the three months ended September 30, 2020 decreased compared to the same period in the prior year due to changes in timing of expected cash payments associated with the contingent consideration related to the Sividon acquisition.

Selling, General and Administrative Expenses

(In millions)	Three months ended September 30, 2020	2019	Change
SG&A expense	$ 124.1	$ 135.5	$ (11.4)
SG&A expense as a % of sales	85.5 %	72.7 %	

Selling, general and administrative expense decreased for the three months ended September 30, 2020 compared to the same period in the prior year primarily due to the Company implementing cost saving measures due to the decline in testing volumes as a result of the impacts of COVID-19 and due to a decline in expense from the sale of the Clinic in February 2020. The cost savings measures implemented by the Company have been partially offset by increased legal expenses and expenses related to our leadership transition in the current six-month transition period ending December 31, 2020.

Other Expense, net

(In millions)	Three months ended September 30, 2020	2019	Change
Other expense, net	$ (4.1)	$ (1.4)	$ (2.7)

Other expense, net increased for the three months ended September 30, 2020 compared to the same period in the prior year, due to increased foreign exchange losses and to decreased interest income.

Income Tax Benefit

(In millions)	Three months ended September 30, 2020	2019	Change
Income tax benefit	$ (28.5)	$ (1.7)	$ (26.8)
Effective tax rate	65.2 %	7.6 %	

Our tax rate is the product of a blended U.S. federal effective rate of 21% and a blended state income tax rate of approximately 3%. Certain significant or unusual items are separately recognized during the period in which they occur and can be a source of variability in the effective tax rates from period to period.

Income tax benefit for the three months ended September 30, 2020 was $28.5, and our effective tax rate was 65.2%. The increase in the effective rate for the three months ended September 30, 2020 as compared to the same period in the prior year is primarily due to carrying back net operating losses due to the CARES Act.

Liquidity and Capital Resources

We believe that our existing capital resources and the cash to be generated from future sales, taking into consideration the expected continuing impacts of COVID-19 on our operations, will be sufficient to meet our projected operating requirements and repay the outstanding Amended Facility, which matures on July 31, 2023 and which has no scheduled principal payments prior to that date. Our available capital resources, however, may be consumed more rapidly than currently expected, and we may need or want to raise additional financing. We may not be able to secure such financing in a timely manner or on favorable terms, if at all. We are subject to financial covenants as part of our outstanding Amended Facility. Based on the continued uncertainty regarding the impact of COVID-19 on our future operations, it is possible that we could be in violation of certain financial covenants contained in the Amended Facility within the Amendment Period, which runs through June 30, 2021. We may seek waivers or amendments from our lenders in order to avoid a future potential covenant violation, in addition to taking other potential actions. If we were unable to comply with the covenants in the future, that could result in an increase in the rate of interest and limits on our ability to incur certain additional indebtedness and could potentially cause the loan repayment to be accelerated. Without additional funds, we may be forced to delay, scale back or eliminate some of our sales and marketing efforts, research and development activities, or other operations and potentially delay development of our diagnostic tests in an effort to provide sufficient funds to continue our operations. If any of these events occurs, our ability to achieve our development and commercialization goals could be adversely affected.

Additionally, the COVID-19 pandemic and resulting global disruptions have caused significant volatility in financial markets. This disruption can contribute to potential defaults in our accounts receivable, affect asset valuations resulting in impairment charges, and affect the availability of lease and financing credit as well as other segments of the credit markets. We utilize a range of financing methods to fund our operations and capital expenditures and expect to continue to maintain financing flexibility in the current market conditions. However, due to the continuing rapidly evolving global situation, it is not possible to predict whether unanticipated consequences of the pandemic are reasonably likely to materially affect our liquidity and capital resources in the future.

Our capital deployment strategy focuses on use of resources in the key areas of research and development, acquisitions, debt repayment, and the repurchase of our common stock. We believe that investing organically through research and development or acquisitively to support business strategy provides the best return on invested capital.

The following table represents the balances of cash, cash equivalents and marketable investment securities:

(In millions)	**September 30, 2020**	**June 30, 2020**	**Change**
Cash and cash equivalents	$ 118.3	$ 163.7	$ (45.4)
Marketable investment securities	42.1	54.1	(12.0)
Long-term marketable investment securities	30.2	37.0	(6.8)
Cash, cash equivalents and marketable investment securities	$ 190.6	$ 254.8	$ (64.2)

The decrease in cash, cash equivalents, and marketable investment securities was primarily driven by $59.3 in cash used by operations and the use of $3.8 for the proceeds from the issuance of common stock, net of shares exchanged for withholding tax, offset by $18.6 in proceeds from maturities of marketable investments.

The following table represents the condensed consolidated cash flow statement:

(In millions)	Three months ended September 30, 2020	2019	Change
Cash flows from operating activities	$ (59.3)	$ 15.8	$ (75.1)
Cash flows from investing activities	17.1	(7.1)	24.2
Cash flows from financing activities	(3.9)	(12.3)	8.4
Effect of foreign exchange rates on cash and cash equivalents	0.7	0.3	0.4
Net decrease in cash and cash equivalents	(45.4)	(3.3)	(42.1)
Cash and cash equivalents at the beginning of the period	163.7	93.2	70.5
Cash and cash equivalents at the end of the period	$ 118.3	$ 89.9	$ 28.4

Cash Flows from Operating Activities

The decrease in cash flows from operating activities for the three months ended September 30, 2020, compared to the same period in the prior year, was primarily due to the $107.9 change in the balance of prepaid taxes and the $17.0 change in the balance of trade accounts receivable, offset by an increase in the unrecognized tax benefit adjustment of $13.2 and an increase in the deferred income tax adjustment of $48.4.

Cash Flows from Investing Activities

For the three months ended September 30, 2020, compared to the same period in the prior year, the change in cash flows from investing activities was driven primarily by the purchase of approximately $23.1 of marketable securities during the same period in the prior year that did not occur during the three months ended September 30, 2020.

Cash Flows from Financing Activities

For the three months ended September 30, 2020, compared to the same period in the prior year, the decrease in cash flows from financing activities was driven primarily by the use of $8.6 in cash for repayment of the credit facility during the same period in the prior year that did not occur during the three months ended September 30, 2020.

Effects of Inflation

We do not believe that inflation has had a material impact on our business, sales, or operating results during the periods presented.

Share Repurchase Program

Our Board of Directors has previously authorized us to repurchase up to $200.0 of our outstanding common stock. We may repurchase our common stock from time to time or on an accelerated basis through open market transactions or privately negotiated transactions as determined by our management. The amount and timing of stock repurchases under the program will depend on business and market conditions, stock price, trading restrictions, acquisition activity and other factors. As of September 30, 2020, we are authorized to repurchase up to $110.7 under our current share repurchase authorization. See also “Part II, Item 2. Unregistered Sales of Equity Securities and Use of Proceeds – Issuer Purchases of Equity Securities”.

Critical Accounting Policies

Critical accounting policies are those policies which are both important to the presentation of a company’s financial condition and results and require management’s most difficult, subjective or complex judgments, often as a result of the need to make estimates about the effect of matters that are inherently uncertain. No significant changes to our accounting policies took place during the period. For a further discussion of our critical accounting policies, see our Annual Report on Form 10-K for the fiscal year ended June 30, 2020.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

There have been no material changes in our market risk during the three months ended September 30, 2020 compared to the disclosures in Part II, Item 7A of our Annual Report on Form 10-K for the fiscal year ended June 30, 2020, which is incorporated by reference herein.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures.

Our principal executive officer and principal financial officer, after evaluating the effectiveness of our disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) as of the end of the period covered by this Quarterly Report on Form 10-Q, have concluded that, based on such evaluation, our disclosure controls and procedures were effective to ensure that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and communicated to our management, including our principal executive and principal financial officers, or persons performing similar functions, as appropriate, to allow timely decisions regarding required disclosure.

In designing and evaluating our disclosure controls and procedures, our management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and our management necessarily is required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

Changes in Internal Controls

The Company is in the midst of a multi-year transformation project to achieve better analytics and process efficiencies through the use of Oracle Fusion Cloud Services System. During the quarter ended September 30, 2020, the Company completed the implementation of certain modules used in the financial statement close process and management reporting. Additional phases will continue to be implemented over the coming year. Emphasis has been on the maintenance of effective internal controls and assessment of the design and operating effectiveness of key control activities throughout development and deployment of each phase.

Other than as described above, there were no changes in our internal control over financial reporting that occurred during the three months ended September 30, 2020 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II - Other Information

Item 1. Legal Proceedings

Purported Securities Class Action Claims

On September 27, 2019, a purported class action complaint was filed in the United States District Court for the District of Utah, against the Company, its former President and Chief Executive Officer, Mark C. Capone, and its Executive Vice President and Chief Financial Officer, R. Bryan Riggsbee ("Defendants"). On February 21, 2020, the plaintiff filed an amended class action complaint, which added the Company's Executive Vice President of Clinical Development, Bryan M. Dechairo, as an additional Defendant. This action, captioned In re Myriad Genetics, Inc. Securities Litigation (No. 2:19-cv-00707-DBB), is premised upon allegations that the Defendants made false and misleading statements regarding our business, operations, and acquisitions. The lead plaintiff seeks the payment of damages allegedly sustained by it and the purported class by reason of the allegations set forth in the amended complaint, plus interest, and legal and other costs and fees. The Company intends to vigorously defend against this action. Due to the nature of this matter and inherent uncertainties, it is not possible to provide an evaluation of the likelihood of an unfavorable outcome or an estimate of the amount or range of potential loss, if any.

Other Legal Proceedings

On August 24, 2018, our wholly-owned subsidiary, Assurex Health, Inc. ("Assurex") was served with an Amended Complaint which had been filed in the Circuit Court of Cook County, Illinois, County Department, Law Division, Civil Action No. 2018 L 004972, by Pipe Trades Services MN Welfare Plan ("Pipe Trades"), as a qui tam relator, on behalf of the State of Illinois, Pipe Trades, and all others similarly situated, purportedly arising from Assurex's alleged violations of the Illinois Insurance Claims Fraud Prevention Act and other causes of action. Pipe Trades seeks certification of a putative class, certification as the purported class representative, and the payment of treble damages allegedly sustained by Pipe Trades and the purported class by reason of the allegations set forth in the amended complaint, plus statutory damages and penalties, plus interest, and legal and other costs and fees. The State of Illinois and Cook County, Illinois, have declined to intervene in the matter. On September 11, 2019, plaintiffs filed a second amended complaint, and on October 10, 2019, Assurex filed a Motion to Dismiss Plaintiff's Second Amended Complaint for Lack of Personal Jurisdiction and Standing, requesting that the second amended complaint be dismissed in its entirety, with prejudice, for lack of personal jurisdiction and standing. On July 20, 2020, this motion was denied. The Company's motion filed on August 12, 2020, for interlocutory appeal of the denial of the motion to dismiss, was denied in a hearing on October 30, 2020. The Company intends to continue to vigorously defend against this action. Due to the nature of this matter and inherent uncertainties, it is not possible to provide an evaluation of the likelihood of an unfavorable outcome or an estimate of the amount or range of potential loss, if any.

Qui Tam Lawsuit

In June 2016, our wholly-owned subsidiary, Crescendo Bioscience, Inc. ("CBI"), received a subpoena from the Office of Inspector General of the Department of Health and Human Services requesting that CBI produce documents relating to entities that received payment from CBI for the collection and processing of blood specimens for testing, including a named unrelated company, healthcare providers and other third party entities. The Office of Inspector General subsequently requested additional documentation in December 2017. CBI provided to the Office of Inspector General the documents requested. On January 30, 2020, the United States District Court for the Northern District of California unsealed a qui tam complaint, filed on April 16, 2016 against CBI and the Company, alleging violations of the Federal and California False Claims Acts and the California Insurance Fraud Prevention Act. On January 22, 2020, after a multi-year investigation into CBI's and the Company's alleged conduct, the United States declined to intervene. On January 27, 2020, the State of California likewise filed its notice of declination. The Company was not aware of the complaint until after it was unsealed. On May 23, 2020, the court denied CBI and the Company's motion to dismiss. The Company intends to continue to vigorously defend against this action. Due to the nature of this matter and inherent uncertainties, it is not possible to provide an evaluation of the likelihood of an unfavorable outcome or an estimate of the amount or range of potential loss, if any.

Other than as set forth above, we are not a party to any legal proceedings that we believe will have a material impact on our business, financial position or results of operations.

Item 1A. Risk Factors

The following risk factor disclosure should be read in conjunction with the risk factors described in the Annual Report on Form 10-K for the fiscal year ended June 30, 2020.

We may be adversely impacted if we are unable to successfully implement new systems or unable to adapt systems to our change in fiscal year-end.

Information technology systems are an important part of our business operations. We are in the midst of a multi-year transformation project to achieve better analytics and process efficiencies through the use of Oracle Fusion Cloud Services System ("Oracle Fusion"). This project is expected to improve the efficiency and effectiveness of certain financial and business transaction processes and the underlying systems environment. During the quarter ended September 30, 2020, we completed the implementation of certain modules used in the financial statement close process and management reporting. Additional integrations are expected to take place over the next year. An implementation of this nature is a major undertaking from a financial, management and personnel perspective. The implementation of Oracle Fusion may prove to be more difficult, costly, or time consuming than expected, and there can be no assurance that this system will be beneficial to the extent anticipated.

In addition, we have announced a change in our fiscal year end from a fiscal year ending on the last day of June of each year to a calendar fiscal year ending on the last day of December each year, effective January 1, 2021, which will require certain modifications to our systems used for accounting and management reporting. If the systems are not appropriately configured for the change in fiscal year-end it could have a material adverse effect on our results of operations and financial condition.

We are subject to debt covenants that impose operating and financial restrictions on us and if we are not able to comply with them, it could have a material adverse impact on our operations and liquidity.

Covenants in the Amended Facility impose operating and financial restrictions on us. These restrictions may prohibit or place limitations on, among other things, our ability to incur additional indebtedness, create certain types of liens, and complete mergers, consolidations, or change in control transactions. Under the Amended Facility, a change in control of the Company, which means that a shareholder or a group of shareholders is or becomes the beneficial owner, directly or indirectly, of more than 35% of the total voting power of the voting stock of the Company, would require mandatory prepayment of the outstanding debt. The Amended Facility may also prohibit or place limitations on our ability to sell assets, pay dividends or provide other distributions to shareholders. These restrictions could also limit our ability to take advantage of business opportunities.

We must maintain specified leverage and interest ratios measured as of the end of each applicable quarter as financial covenants in the Amended Facility. The Amended Facility, through Amendment No. 2 entered into on May 1, 2020, modified compliance with the leverage covenant and the interest coverage ratio covenant, which were waived through March 31, 2021, and added a minimum EBITDA covenant for the quarters ending December 31, 2020 and March 31, 2021. Based on the continued uncertainty regarding the impact of COVID-19 on our future operations, it is possible that we could be in violation of certain financial covenants contained in the Amended Facility within the modification period, which runs through June 30, 2021.

If we are unable to comply with the covenants and ratio in the Amended Facility, we may be in default under the agreement. A default would result in an increase in the rate of interest and limits on our ability to incur certain additional indebtedness and it could potentially cause the loan repayment to be accelerated, any of which could have a material adverse impact on our operations and liquidity.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

Issuer Purchases of Equity Securities

Our Board of Directors has previously authorized us to repurchase up to $200.0 million of our outstanding common stock, of which $110.7 million is still available to repurchase as of September 30, 2020. We are authorized to complete the repurchase through open market transactions or through an accelerated share repurchase program, in each case to be executed at management’s discretion based on business and market conditions, stock price, trading restrictions, acquisition activity and other factors. The repurchase program may be suspended or discontinued at any time without prior notice. The transactions occurred in open market purchases and pursuant to a trading plan under Rule 10b5-1.

No stock repurchases were made under our stock repurchase program during the three months ended September 30, 2020.

Item 3. Defaults Upon Senior Securities.

None.

Item 4. Mine Safety Disclosures.

None.

Item 5. Other Information.

None.

Item 6. Exhibits.

10.1	Executive Employment Agreement between the Registrant and Paul J. Diaz dated July 24, 2020.
10.2*	Performance-Based Restricted Stock Unit Agreement between the Registrant and Paul J. Diaz dated October 8, 2020.
10.3	Restricted Stock Unit Agreement between the Registrant and Paul J. Diaz dated August 13, 2020.
10.4	Performance-Based Non-Qualified Stock Option Agreement between the Registrant and Paul J. Diaz dated August 13, 2020.
10.5	Non-Qualified Stock Option Agreement between the Registrant and Paul J. Diaz dated August 13, 2020.
10.6	Form of Separation and Release Agreement between the Registrant and Paul J. Diaz.
31.1	Certification of Chief Executive Officer pursuant to Section 302(a) of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Chief Financial Officer pursuant to Section 302(a) of the Sarbanes-Oxley Act of 2002.
32.1	Certification pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (Furnished).
101.INS	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH	Inline XBRL Taxonomy Extension Schema Document
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	The cover page from the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2020, has been formatted in Inline XBRL.

* The appendix to this exhibit has been omitted pursuant to Item 601(a)(5) of Regulation S-K. A copy of the omitted appendix will be furnished to the SEC upon request.

SIGNATURES

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

MYRIAD GENETICS, INC.

Date: November 9, 2020

By: /s/ Paul J. Diaz

Paul J. Diaz
President and Chief Executive Officer
(Principal executive officer)

Date: November 9, 2020

By: /s/ R. Bryan Riggsbee

R. Bryan Riggsbee
Executive Vice President, Chief Financial Officer
(Principal financial and accounting officer)

Exhibit 10.1

EXECUTIVE EMPLOYMENT AGREEMENT

This Executive Employment Agreement (the "Agreement"), made and entered into this 24 day of July, 2020 (the "Effective Date"), by and between Myriad Genetics, Inc., a Delaware corporation (the "Company"), and Paul J. Diaz ("Executive").

WHEREAS, the Company wishes to employ Executive as its President and Chief Executive Officer;

WHEREAS, Executive represents that Executive has no obligation to any other person or entity which would prevent, limit or interfere with Executive's ability to do so; and

WHEREAS, Executive and the Company desire to enter into a formal employment agreement on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, terms, provisions, and conditions contained herein, the parties agree as follows:

1. Title; Role; Duties.

(a) The Company shall employ Executive as its President and Chief Executive Officer ("CEO") beginning on the Commencement Date described in Section 2 and continuing for the Term (as defined in Section 2). Executive accepts such employment upon the terms and conditions set forth herein. During the Term, Executive shall report solely to the Company's Board of Directors (the "Board"). Executive shall have the duties, responsibilities and authorities normally associated with the position of chief executive officer of a company of a similar size and similar nature of the Company. Executive agrees to faithfully and diligently perform to the best of Executive's ability the duties and responsibilities of his position as CEO, as well as any such other duties and responsibilities (which are consistent with such position) as determined by the Board from time to time. Executive's principal place of work for the Company shall be in the Company's office locations in the Salt Lake City, Utah vicinity; provided, however, that Executive shall not be required to relocate to the Salt Lake City vicinity.

(b) During the Term and except as provided below, Executive shall devote all of Executive's business time, energies and efforts to the business and affairs of the Company.

(c) The Company shall appoint Executive as a member of the Board effective as of the Commencement Date. Should any term of Executive as a member of the Board end or be scheduled to end during the Term, the Company shall nominate Executive for re-election to the Board for any succeeding term(s) as a Board member that commence during the Term. Executive's service as a Board member shall be without further compensation. Should Executive's employment with the Company cease for any reason, whether voluntary or involuntary, Executive shall promptly resign any and all positions held by Executive with the Company and its subsidiaries, whether as an officer of the Company or member of the Board, or on the board of directors or managers of any subsidiary of the Company, or as a member of any committees thereof.

(d) Notwithstanding the foregoing, nothing contained in this Section 1 shall prevent or limit Executive's right to manage Executive's personal investments, including the right to make passive investments in the securities of: (i) any entity which Executive does not control, directly or indirectly, and which does not compete with the Company; or (ii) any publicly held entity so long as Executive's aggregate direct and indirect interest does not exceed five percent (5%) of the issued and outstanding

securities of any class of securities of such publicly held entity. Subject to the Board's prior consent and the procedures associated with obtaining same, Executive shall be permitted to sit on boards of directors or similar governing bodies of other businesses; provided that the Company acknowledges and agrees that Executive may continue to serve on the boards on which he currently serves and that he has disclosed to the Company (and applicable committees thereof). In addition, nothing in this Section 1 shall prevent or limit Executive's involvement in civic and charitable activities so long as such activities do not interfere with Executive's duties for the Company.

2. Term of Employment.

(a) Term. Executive's employment hereunder shall commence on August 13, 2020 (the "Commencement Date"), and shall continue until terminated hereunder by either party. Such term of employment shall be referred to herein as the "Term."

(b) Termination. Notwithstanding anything else contained in this Agreement, Executive's employment hereunder shall terminate upon the earliest to occur of the following:

(i) Death. Immediately upon Executive's death.

(ii) Termination by the Company.

(A) If because of Executive's Disability (as defined in Section 2(c)), upon written notice by the Company to Executive that Executive's employment is being terminated as a result of Executive's Disability, which termination shall be effective thirty (30) days after the date of such notice;

(B) If for Cause (as defined in Section 2(d)), upon written notice by the Company to Executive (following any cure period, if applicable) that Executive's employment is being terminated for Cause, which termination shall be effective on the date of such notice; or

(C) If by the Company for reasons other than Disability or Cause, upon written notice by the Company to Executive that Executive's employment is being terminated, which termination shall be effective on the date of such notice.

(iii) Termination by Executive.

(A) If for Good Reason (as defined in Section 2(e)), upon written notice by Executive to the Company (following any cure period, if applicable) that Executive is terminating Executive's employment for Good Reason, which termination shall be effective on the date of such notice; or

(B) If without Good Reason, upon written notice by Executive to the Company that Executive is terminating Executive's employment, which termination shall be effective at least thirty (30) days after the date of such notice, unless the Company elects an earlier effective date, which the Company may so elect in its sole discretion without such election modifying the nature of such termination.

Notwithstanding anything in this Section 2(b), the Company may at any point terminate Executive's employment for Cause pursuant to Section 2(b)(ii)(B) (to the extent Cause exists and the

applicable notice and cure periods have been satisfied) prior to the effective date of any other termination contemplated hereunder.

Any notice of termination of Executive's employment under this Agreement shall indicate the specific provision(s) of this Agreement relied upon in effecting the termination.

In no event shall Executive be obliged to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any of the provisions of this Agreement, nor shall the amount of any payment or benefit hereunder be reduced by any compensation earned by the Executive as a result of employment by another employer, other than as described in Section 4(c)(iv) and 4(e)(iv).

(c) Definition of "Disability". For purposes of this Agreement, "Disability" shall mean Executive's inability to perform Executive's duties with the Company for one hundred twenty (120) days or more (cumulative or consecutive) within any consecutive twelve (12) month period as a result of Executive's physical or mental condition, subject to documentation by a medical expert appointed by mutual agreement between the Company and Executive who has examined Executive.

(d) Definition of "Cause". As used herein, "Cause" shall mean: (i) Executive's gross negligence in the performance of Executive's duties to the Company; (ii) Executive's willful misconduct, embezzlement, misappropriation, fraud, or professional dishonesty; (iii) Executive's material breach of any non-disclosure, invention assignment, non-competition, or similar agreement between Executive and the Company; (iv) Executive's commission of a felony or of a crime involving moral turpitude; (v) Executive's willful and material failure to comply with lawful directives of the Board; or (vi) Executive's willful and material breach of a material provision of any employment agreement between Executive and the Company or willful and material violation of a material provision of any written Company employment policy applicable to its senior executive officers; provided that (A) the Company provides Executive with written notice that the Company intends to terminate Executive's employment hereunder for one of the circumstances set forth in this Section 2(d) within sixty (60) days of the Board's knowledge of such circumstance(s) occurring (which notice shall set forth in reasonable detail the circumstance(s) that the Company alleges constitute(s) Cause), (B) in the event that a circumstance described in (iii), (v) or (vi) is capable of being cured, Executive has failed to cure such circumstance within a period of thirty (30) days after the date of receipt of such written notice, and (C) the Company terminates Executive's employment within sixty five (65) days from the date of the notice referred to in clause (A). Conduct shall not be considered "willful" unless done (or omitted to be done) not in good faith and without a reasonable belief that such conduct (or lack thereof) was in the best interest of the Company.

(e) Definition of "Good Reason". As used herein, "Good Reason" shall mean: (i) a material diminution in Executive's duties, authority or responsibilities; (ii) a material diminution in Executive's Base Salary (other than a reduction of similar magnitude to the base salaries of other Company senior executives if there is a reduction of Company senior executive base salaries generally), or a failure by the Company to provide the compensation and benefits provided for in this Agreement; (iii) any change in Executive's position such that he is no longer the Company's CEO reporting solely to the Board; or (iv) a material breach by the Company of this Agreement or any other agreement between the Company and Executive; provided that (A) Executive provides the Company with written notice that Executive intends to terminate Executive's employment hereunder for one of the circumstances set forth in this Section 2(e) within sixty (60) days of such circumstance occurring (which notice shall set forth in reasonable detail the circumstance(s) that Executive alleges constitute(s) Good Reason), (B) if such circumstance is capable of being cured, the Company has failed to cure such circumstance within a period of thirty (30) days after

the date of receipt of such written notice, and (C) Executive terminates Executive's employment within sixty five (65) days from the date of the notice referred to in clause (A). For purposes of clarification, the above-listed conditions shall apply separately to each occurrence of Good Reason, and failure to adhere to such conditions in the event of a specific occurrence of Good Reason shall not disqualify Executive from asserting Good Reason for any subsequent occurrence of Good Reason.

3. Compensation.

(a) Base Salary. The Company shall pay Executive a base salary (the "Base Salary") at the annual rate of one million dollars ($1,000,000.00). Executive's Base Salary shall be reviewed annually and may be increased, but not decreased (other than a reduction of similar magnitude to the base salaries of other Company senior executives if there is a reduction of Company senior executive base salaries generally), from time to time from the level then in effect. The Base Salary shall be payable in substantially equal periodic installments in accordance with the Company's payroll practices as in effect from time to time.

(b) Annual Cash Incentive Bonus. Executive shall be eligible to receive an annual cash incentive bonus (the "Annual Bonus") in a target amount equal to one hundred percent (100%) of Executive's Base Salary. The Annual Bonus amount shall be determined as part of the Company's Management Business Objectives ("MBO") program, which includes the assessment of Executive's performance in established areas, the Company's financial performance, and other factors. The Compensation Committee of the Board (the "Compensation Committee"), after consultation with Executive, shall in its sole discretion approve MBOs for Executive for each fiscal year of the Company during the Term, which MBOs may consist of individual objectives, pre-established financial performance targets for the Company such as revenue and adjusted operating income, and other objectives. The Annual Bonus shall be paid to Executive no later than March 15th of the calendar year immediately following the calendar year in which it was earned. Except as provided in Section 4, Executive must be employed by the Company on the date that the Annual Bonus is payable in order to be eligible for such Annual Bonus.

(c) Long-Term Incentive Cash Bonus. Executive shall be eligible to participate in the Company's annual long-term incentive bonus program, subject to the terms and conditions of the program. Bonus performance metrics shall be determined by the Compensation Committee annually for the ensuing three-year period, and any bonus under the program shall be based on the achievement against such performance metrics measured at end of the third (3rd) fiscal year. For each annual long-term incentive bonus to be paid, the minimum pre-established financial metrics must be exceeded. The long-term incentive cash bonus percentage and amount is capped at one hundred fifty percent (150%) of the target annual long-term incentive bonus.

(d) Signing Bonus. The Company shall pay Executive a signing bonus (the "Signing Bonus") in the amount of one million dollars ($1,000,000.00), pursuant to the following schedule: (i) the Company shall pay Executive one-half of such Signing Bonus ($500,000.00) on the Company's first regularly scheduled payroll date following the Commencement Date; and (ii) the Company shall pay Executive one-half of such Signing Bonus ($500,000.00) on the Company's first regularly scheduled payroll date following the first (1st) anniversary of the Commencement Date, with both Signing Bonus payments described herein subject (except as provided in Section 4) to Executive's continuous employment with the Company through the date of payment.

(e) Initial Stock Unit Grant. The Company shall grant Executive an initial annual grant of stock units (the "Initial Stock Unit Award") with respect to the Company's common stock, $0.01 par value per share ("Common Stock"). The Initial Stock Unit Award is intended as an inducement grant under Nasdaq Rule 5635(c)(4) and will consist of both restricted stock units ("RSUs") and performance stock units ("PSUs"). The RSU portion of the Initial Stock Unit Award shall be granted on the Commencement Date, as to a number of RSUs equal to four million dollars ($4,000,000) divided by the closing price of the Common Stock on the Nasdaq Stock Market on the Commencement Date. The PSU portion of the Initial Stock Unit Award shall be granted within a reasonable period of time following the Commencement Date, as to a number of PSUs equal to four million dollars ($4,000,000.00) divided by the closing price of the Common Stock on the Nasdaq Stock Market on the Commencement Date. Of the RSUs, one half (50%) shall vest on the first (1st) anniversary of the Commencement Date, and the remaining one half (50%) shall vest in three (3) equal tranches on each of the second (2nd), third (3rd) and fourth (4th) anniversaries of the Commencement Date. The PSUs shall be subject to being earned based on achievement of pre-established milestones for the fiscal year ending June 30, 2021, set by the Compensation Committee after consultation with Executive and promptly communicated to Executive after being set. Achievement of such milestones shall be evaluated by the Compensation Committee at a meeting of the Compensation Committee within a reasonable period of time following publication of the Company's audited financial statements for such fiscal year (the date of such meeting, the "Milestone Achievement Evaluation Date"). To the extent such PSUs are determined to have been earned based on milestone achievement, twenty-five percent (25%) of the earned PSUs shall vest on the Milestone Achievement Evaluation Date, and the remaining seventy-five percent (75%) of the earned PSUs shall vest in three (3) installments of twenty-five percent (25%) each on the following three anniversaries of the Commencement Date. Eligibility for, and the amount and terms of, future annual grants shall be determined by the Compensation Committee, with the expectation that there shall be annual grants (beginning in 2021 for the Company's fiscal year ending June 30, 2022) with target grant sizes between the 50th and 75th percentiles for comparable chief executive officer positions at the Company's peer group companies and on terms consistent with the market for those positions. The PSUs and RSUs shall be subject to the terms of the PSU and RSU award agreements attached as Exhibits A and B hereto, respectively.

(f) Inducement Equity Grant. On the Commencement Date, the Company shall grant Executive stock options with an aggregate grant date value equal to five million five hundred thousand dollars ($5,500,000.00) (the "Inducement Equity Grant"). The Inducement Equity Grant is intended as an inducement grant under Nasdaq Rule 5635(c)(4), and the exercise price of the stock options subject to the Inducement Equity Grant shall be the closing price of the Common Stock on the Nasdaq Stock Market on the Commencement Date. Two million seven hundred fifty thousand dollars ($2,750,000.00) of the grant date value of the options covered by the Inducement Equity Grant shall be valued based on a Black Scholes valuation method using the fair market value of the Common Stock on the Nasdaq Stock Market on the Commencement Date and shall be time-based (the "Time-Based Options"), and two million seven hundred fifty thousand dollars ($2,750,000.00) of the grant date value of the options covered by the Inducement Equity Grant shall be valued based on a Monte Carlo simulated valuation method using the fair market value of the Common Stock on the Nasdaq Stock Market on the Commencement Date and shall be performance-based (the "Performance-Based Options"). The Time-Based Options shall be subject to a four (4) year, time-based vesting schedule, with twenty-five percent (25%) of the Time-Based Options vesting on each of the first four (4) anniversaries of the Commencement Date. The Performance-Based Options shall vest as follows: (i) one-fifth (1/5) of the Performance-Based Options shall vest upon Achievement (as defined below) of a stock price that exceeds 1.5x the exercise price of the option; (ii) one-fifth (1/5) of the Performance-Based Options shall vest upon Achievement of a stock price that exceeds 2.0x the exercise price of the option; (iii) one-fifth (1/5) of the Performance-Based Option shall

vest upon Achievement of a stock price that exceeds 2.5x the exercise price of the option; (iv) one-fifth (1/5) of the Performance-Based Options shall vest upon Achievement of a stock price that exceeds 3.0x the exercise price of the option; and (v) one-fifth (1/5) of the Performance-Based Options shall vest upon Achievement of a stock price that exceeds 3.5x the exercise price of the option; provided that no portion of the Performance-Based Options may vest earlier than the first (1st) anniversary of the Commencement Date. "Achievement" of each applicable stock price milestone shall be based on the average of the closing stock prices of the Common Stock on the Nasdaq Stock Market for a period of twenty (20) consecutive trading days exceeding such milestone. The Time-Based Options and Performance-Based Options shall be subject to the terms of the option agreements attached as Exhibits C and D hereto, respectively.

(g) Paid Time Off. Executive may take paid time off each year, to be scheduled to minimize (to the extent reasonably possible) disruption to the Company's operations, pursuant to the terms and conditions of Company policies and practices as applied to Company senior executives.

(h) Fringe Benefits. Executive shall be entitled to participate in all benefit, retirement, and welfare plans and fringe benefits provided to Company senior executives, if and when the Company offers such plans and benefits, subject to the terms of each applicable plan. Executive understands that, except when prohibited by applicable law or the terms of the applicable plan, the Company's benefit and retirement plans and fringe benefits may be amended or terminated by the Company from time to time in its sole discretion.

(i) Housing and Travel. For a period of thirty six (36) months following the Commencement Date, the Company shall provide Executive with $2,800.00 per month for lodging expenses. During Executive's employment hereunder, the Company also shall pay or reimburse Executive for the cost of first class airfare for Executive's travel between Executive's primary residence and the Company's office in Salt Lake City, Utah. Executive shall be responsible for any personal tax liability that may result from the housing and travel benefit described in this paragraph.

(j) Attorneys' Fees. The Company shall reimburse Executive for attorneys' fees incurred in the negotiation, review and preparation of this Agreement, subject to a maximum amount of $15,000.00 for such attorneys' fees.

(k) Reimbursement of Expenses. The Company shall reimburse Executive for all ordinary and reasonable out-of-pocket business expenses incurred by Executive in furtherance of the Company's business in accordance with the Company's policies and procedures with respect thereto as in effect from time to time. All reimbursements provided under this Agreement shall be made or provided in accordance with the requirements of Section 409A ("Section 409A") of the Internal Revenue Code of 1986, as amended (the "Code") including, where applicable, the requirement that (i) any reimbursement is for expenses incurred during Executive's lifetime (or during a shorter period of time specified in this Agreement); (ii) the amount of expenses eligible for reimbursement during a calendar year may not affect the expenses eligible for reimbursement in any other calendar year; (iii) the reimbursement of an eligible expense shall be made no later than the last day of the calendar year following the year in which the expense is incurred; and (iv) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

4. Payments upon Termination.

(a) Definition of Accrued Obligations. For purposes of this Agreement, "Accrued Obligations" means: (i) the portion of Executive's Base Salary that has accrued prior to any termination

of Executive's employment with the Company and has not yet been paid (to be paid on or promptly after the date of termination of employment); (ii) any Annual Bonus with respect to the fiscal year prior to the year in which separation occurs and not yet paid (to the extent such Annual Bonus is determined to have been earned by the Compensation Committee based upon achievement of the applicable performance criteria and would have been payable had Executive's employment with the Company continued, and to be paid when such Annual Bonus would have otherwise been paid had Executive's employment with the Company continued) (provided that this clause (ii) shall not apply, and shall not be included as a component of the Accrued Obligations, in the event of a termination by the Company for Cause or by Executive without Good Reason); (iii) the entire Signing Bonus to the extent not previously paid (to be paid when such Signing Bonus or applicable portion thereof would have otherwise been paid had Executive's employment with the Company continued) (provided that this clause (iii) shall not apply, and shall not be included as a component of the Accrued Obligations, in the event of a termination by the Company for Cause or by Executive without Good Reason); (iv) the amount of any expenses properly incurred by Executive on behalf of the Company prior to any such termination and not yet reimbursed (to be paid in the normal course); and (v) Executive's entitlement to any other compensation or benefit under any retirement, health, welfare or other plan of the Company (which shall be governed by, and determined and paid in accordance with, the terms of the applicable plan, except as otherwise specified in this Agreement).

(b) Termination by the Company for Cause or by Executive without Good Reason. If Executive's employment hereunder is terminated by the Company for Cause or by Executive without Good Reason, then the Company shall pay the Accrued Obligations to Executive, and shall have no further payment or benefit obligation to Executive. Without limiting the foregoing: (i) in the event of a termination by the Company for Cause, all vested and unvested options and all unvested RSUs and PSUs (even if the applicable performance goal(s) had been attained but the award had not vested in accordance with its terms) automatically shall terminate and be forfeited; and (ii) in the event of a termination by Executive without Good Reason, any unvested portion of options, RSUs and PSUs (even if the applicable performance goal(s) had been attained but the award had not vested in accordance with its terms) automatically shall terminate and be forfeited, and Executive shall have no right to vest in or further acquire any portion of such unvested equity grant.

(c) Termination by the Company other than for Cause, Disability or Death, or by Executive for Good Reason. In the event that: (i) Executive's employment is terminated by the Company other than for Cause, Disability or death, or (ii) Executive terminates Executive's employment for Good Reason, then, in addition to the Accrued Obligations, Executive shall receive the following, subject to the terms and conditions of Section 4(f):

(i) Severance Payment. Payment in an amount equal to two (2) times Executive's then-current Base Salary plus two (2) times Executive's target amount of Annual Bonus, paid in one lump sum amount within sixty (60) days following Executive's last day of employment with the Company (Executive's last day of employment with the Company, the "Separation Date"), less customary and required taxes and employment-related deductions. For purposes of this Section 4(c) and for purposes of Section 4(d), Executive's Base Salary shall be taken into account at the highest annual Base Salary rate in effect at any time in the one year period preceding the Separation Date (i.e., without giving effect to any reduction thereof), and Executive's target amount of Annual Bonus shall be based on such highest annual Base Salary rate in effect for Executive at any time in such one year period and the target Annual Bonus percentage set forth in Section 3(b).

(ii) Pro-Rata Severance Bonus. Payment in an amount equal to a pro-rata portion of Executive's target amount of Annual Bonus for the year in which the Separation Date occurs (such pro-ration based on the portion of the year worked prior to Separation Date), paid in one lump sum amount within sixty (60) days following the Separation Date, less customary and required taxes and employment-related deductions.

(iii) Equity Vesting. Equity awards granted to Executive and outstanding immediately prior to the Separation Date shall vest on the Separation Date to the extent scheduled to vest on or before the date two (2) years following the Separation Date. For purpose of determining the portion of equity awards that vest under this Section 4(c)(iii): (A) any annual vesting installments shall be deemed to vest in monthly installments over the applicable vesting period (*i.e.*, an equity award initially scheduled to vest in annual installments over a four year period that was granted thirteen (13) months before the Separation Date shall, for purposes of determining such acceleration, be considered to vest in forty eight (48) monthly installments over that same four-year period, and the portion of the award that vests pursuant to this clause will be the portion of the forty-eight (48) monthly vesting installments that would be scheduled to vest on or before the date two (2) years following the Separation Date less the portion of the award that had already vested pursuant to its terms before the Separation Date, with no additional pro-rata vesting for a portion of a month if the end of such two-year period falls between the deemed monthly vesting dates), and (B) any outstanding equity award with an unsatisfied performance-based condition shall remain outstanding and, if the applicable performance condition is satisfied during such two (2) year period, shall, to the extent so earned based on performance, vest (to the extent the award would have vested had Executive's employment with the Company continued during such two-year period) upon satisfaction of such performance-based condition.

(iv) Benefits Payments. Upon completion of appropriate forms and subject to applicable terms and conditions under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), the Company shall pay or reimburse Executive for the premiums charged to continue Executive's medical coverage pursuant to COBRA, at the same or reasonably equivalent medical coverage for Executive (and, if applicable, Executive's eligible dependents) as in effect immediately prior to the Separation Date, until the earlier to occur of eighteen (18) months following the Separation Date or the date Executive begins employment with another employer.

(d) Termination by the Company as a Result of Executive's Disability or Death. In the event that Executive's employment hereunder is terminated by the Company as a result of Executive's Disability or death, then, in addition to the Accrued Obligations, Executive (or Executive's estate as applicable) shall receive the following, subject (other than in the case of death) to the terms and conditions of Section 4(f):

(i) Pro-Rata Severance Bonus. Payment in an amount equal to a pro-rata portion of Executive's then-current target amount of Annual Bonus for the year in which the Separation Date occurs (such pro-ration based on the portion of the year worked prior to Separation Date), paid in one lump sum amount within sixty (60) days following the Separation Date, less customary and required taxes and employment-related deductions.

(ii) Equity Vesting. Pro-rata vesting of Executive's time-based equity awards based on the period of employment between the most recent vesting date prior to the Separation Date and the Separation Date, and including any time-based vesting of performance-based awards that

the Compensation Committee determines to have been earned based on achievement of applicable milestones prior to the Separation Date. For purpose of determining the portion of equity awards that vest under this Section 4(d)(ii), any annual vesting installments shall be deemed to vest in monthly installments over the applicable vesting period (*i.e.*, an equity award initially scheduled to vest in annual installments over a four year period that was granted thirteen (13) months before the Separation Date shall, for purposes of determining such acceleration, be considered to vest in forty eight (48) monthly installments over that same four-year period, and the portion of the award that vests pursuant to this clause will be the portion of the forty-eight (48) monthly vesting installments that would be scheduled to vest on or before the Separation Date less the portion of the award that had already vested pursuant to its terms before the Separation Date, with no additional pro-rata vesting for a portion of a month if the Separation Date falls between the deemed monthly vesting dates).

The severance payments and benefits described in Section 4(d) shall not be in addition to the severance payments and benefits described in Section 4(c). In the event that Executive is eligible for the severance payments and benefits under Section 4(d), Executive shall not be eligible for the severance payments and benefits under Section 4(c), unless Executive had become entitled to the severance payments and benefits under Section 4(c) before becoming entitled to the severance payments and benefits under Section 4(d) (in which case Executive would remain entitled to the severance payments and benefits under Section 4(c) but would not be entitled to the severance payments and benefits under Section 4(d)).

(e) Termination by the Company other than for Cause, Disability or Death, or by Executive for Good Reason, Following a Change of Control. In the event that a Change of Control (as defined below) occurs, and within a period of three (3) months prior to, upon, or within twenty four (24) months following a Change of Control, either: (i) Executive's employment is terminated by the Company other than for Cause, Disability or death; or (ii) Executive terminates Executive's employment for Good Reason, then, in addition to the Accrued Obligations, Executive shall receive the following, subject to the terms and conditions of Section 4(f):

(i) Severance Payment. Executive shall receive the severance payment described in and on the terms set forth in Section 4(c)(i).

(ii) Pro-Rata Severance Bonus. Executive shall receive the severance bonus described in and on the terms set forth in Section 4(c)(ii).

(iii) Equity. All equity awards granted to Executive and outstanding on the date of termination shall be subject to the terms of any applicable equity plan and equity agreements, except that they shall fully vest as of the date described in Section 4(f)(iii).

(iv) Benefits Payments. Executive shall receive the benefits payments described in and on the terms set forth in Section 4(c)(iv).

For purposes of this section, a "Change of Control" shall mean the occurrence of any of the following events: (A) Ownership: any "Person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended) becomes the "Beneficial Owner" (as defined in Rule 13d-3 under said Act), directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the total voting power represented by the Company's then outstanding voting securities (excluding for this purpose any such voting securities held by the Company, any subsidiary of the

Company, or any employee benefit plan of the Company); or (B) Merger/Sale of Assets: (1) a merger or consolidation of the Company whether or not approved by the Board, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or the parent of such entity) at least fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity or parent of such entity, as the case may be, outstanding immediately after such merger or consolidation; or (2) the sale or disposition by the Company of all or substantially all of the Company's assets; or (C) Board Change: a change in the Board or its members such that individuals who, as of the Commencement Date (including Executive) or, if later, the date that is one year prior to such change (the later of such two dates referred to herein as the "Measurement Date"), constitute the Board (the "Incumbent Board") cease to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the Measurement Date whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board (including for these purposes, any new members whose election or nomination was so approved, without counting the member and his or her predecessor twice) shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a person other than the Board.

The severance payments and benefits described in Section 4(e) shall not be in addition to the severance payments and benefits described in Section 4(c) or 4(d). In the event that Executive is eligible for the severance payments and benefits under Section 4(e), Executive shall not be eligible for the severance payments and benefits under Section 4(c) or 4(d).

(f) Separation Agreement; Timing of Severance Benefits. Provision of any severance payments, benefits and equity described in Sections 4(c), 4(d) and 4(e) (collectively "Severance Benefits") is expressly conditioned on Executive's execution without revocation of a separation agreement and release substantially in the form attached hereto as Exhibit E, which document may be modified as necessary (and consistent with the intent of such document) to reflect changes in applicable federal, state and/or local laws (the "Separation Agreement"). The Separation Agreement shall be signed no later than sixty (60) days following the Separation Date. The Company shall commence payment of Severance Benefits on the next regular payroll date following the date on which the Separation Agreement becomes signed and irrevocable, provided that: (i) if the 60-day period during which the Separation Agreement is required to become signed and irrevocable crosses a tax year, then provision of the Severance Benefits shall be delayed until the second tax year; (ii) if applicable, the first payment of the Severance Benefit shall include all amounts that the Company would otherwise have paid to Executive between the date on which the termination of Executive's employment became effective and the date of the first payment; and (iii) equity awards included in the Severance Benefits shall vest on the date in such 60-day period that the Separation Agreement becomes signed and irrevocable, provided if the 60-day period during which the Separation Agreement is required to become signed and irrevocable crosses a tax year, then such equity awards shall vest on the later of the date the Separation Agreement becomes signed and irrevocable and January 1 of the second tax year.

(g) COBRA. If the payment of any COBRA or health insurance premiums by the Company on behalf of Executive as described herein would otherwise violate any applicable nondiscrimination rules or cause the reimbursement of claims to be taxable under the Patient Protection and Affordable Care Act of 2010, together with the Health Care and Education Reconciliation Act of 2010 (collectively, the

"Act") or Section 105(h) of the Code, the COBRA premiums paid by the Company shall be treated as taxable payments (subject to customary and required taxes and employment-related deductions) and be subject to imputed income tax treatment to the extent necessary to eliminate any discriminatory treatment or taxation under the Act or Section 105(h) of the Code. If the Company determines in its reasonable discretion that it cannot provide the COBRA benefits described herein under the Company's health insurance plan without violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Company shall in lieu thereof provide to Executive a taxable lump sum payment in an amount equal to the sum of the monthly (or then remaining) COBRA premiums that Executive would be required to pay to maintain Executive's group health insurance coverage in effect on Separation Date for the remaining portion of the period for which Executive shall receive the payments described in Sections 4(c) or 4(e) above, and subject to Section 4(f) above.

5. Forfeiture/Clawback. The compensation described in this Agreement shall be subject to any forfeiture or clawback policy established by the Company generally for executives from time to time.

6. Indemnification. Executive shall be entitled to indemnification with respect to Executive's services provided hereunder pursuant to Utah law, and the Company's Certificate of Incorporation, By-Laws and standard Director and Executive Officer Indemnification Agreement, attached as Exhibit F hereto.

7. Confidentiality; Prohibited Competition and Solicitation; Inventions Assignment. In light of the competitive and proprietary aspects of the business of the Company, and as a condition of Executive's employment hereunder, Executive agrees to execute and abide by the Company's Confidentiality, Non-Competition, Non-Solicitation and Inventions Assignment Agreement, attached as Exhibit G hereto.

8. Return of Property and Records. Upon the termination of Executive's employment hereunder for any reason, Executive shall: (a) return to the Company all Company confidential information and copies thereof (regardless of how such confidential information or copies are maintained) then in Executive's possession; and (b) deliver to the Company any property of the Company which may be in Executive's possession, including, but not limited to, cell phones, smart phones, laptops, products, materials, memoranda, notes, records, reports or other documents or photocopies of the same; provided that Executive may retain copies of applicable benefit plans, contracts to which he personally (*i.e.*, not in his capacity as a Company employee) is a party, and his personal contacts, calendars, and correspondence.

9. Certification Regarding Conflicting Obligations. Executive hereby represents and warrants that: (a) the execution of this Agreement and the performance of Executive's obligations hereunder shall not breach or be in conflict with any other agreement to which Executive is a party or is bound, or any other obligation or undertaking of Executive; (b) Executive is not subject to any covenant against competition or similar covenant, or any court order, or any other legal obligation that would restrict, limit or affect the performance of Executive's obligations hereunder; (c) Executive shall not disclose to or use on behalf of the Company any proprietary information of a third party without such party's consent; and (d) all facts Executive has presented to the Company are accurate and true in all material respects.

10. Taxation. All compensation, payments and benefits provided to Executive hereunder shall be subject to applicable and customary withholdings and deductions as required under law, statute, regulation, rule or term of any employee benefit plan in which Executive participates.

11. Code Section 409A.

(a) Executive acknowledges and agrees that the Company does not guarantee the tax treatment or tax consequences associated with any payment or benefit arising under this Agreement, including but not limited to consequences related to Code Section 409A.

(b) In the event that any payments or benefits set forth in this Agreement constitute "non-qualified deferred compensation" subject to Code Section 409A, then the following conditions apply to such payments or benefits:

(i) Any termination of Executive's employment triggering payments or benefits under Section 4 must constitute a "separation from service" under Section 409A(a)(2)(A)(i) of the Code and Treas. Reg. §1.409A-1(h) before distribution of such benefits can commence. To the extent that the termination of Executive's employment does not constitute a separation of service under Section 409A(a)(2)(A)(i) of the Code and Treas. Reg. §1.409A-1(h) (as the result of further services that are reasonably anticipated to be provided by Executive to the Company at the time Executive's employment terminates), any such payments under Section 4 that constitute deferred compensation under Code Section 409A shall be delayed until after the date of a subsequent event constituting a separation of service under Section 409A(a)(2)(A)(i) of the Code and Treas. Reg. §1.409A-1(h). For purposes of clarification, this Section 11(b) shall not cause any forfeiture of benefits on Executive's part, but shall only act as a delay until such time as a "separation from service" occurs.

(ii) Notwithstanding any other provision with respect to the timing of payments or benefits under Section 4 if, on the date of termination of Executive's employment, Executive is deemed to be a "specified employee" of the Company (within the meaning of Section 409A(a)(2)(B)(i) of the Code), then limited only to the extent necessary to comply with the requirements of Code Section 409A, any payments or benefits to which Executive may become entitled under Section 4 which are subject to Code Section 409A (and not otherwise exempt from its application) shall be withheld until the first (1st) business day of the seventh (7th) month following the termination of Executive's employment, at which time Executive shall be paid an aggregate amount equal to the accumulated, but unpaid, payments or benefits otherwise due to Executive under the terms of Section 4.

(c) It is intended that each installment of the payments and benefits provided under Section 4 of this Agreement shall be treated as a separate "payment" for purposes of Code Section 409A. Neither the Company nor Executive shall have the right to accelerate or defer the delivery of any such payments or benefits except to the extent specifically permitted or required by Code Section 409A. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall be interpreted and at all times administered in a manner that avoids the inclusion of compensation in income under Code Section 409A, or liability for increased taxes, excise taxes or other penalties under Code Section 409A. The parties intend this Agreement to be in compliance with Code Section 409A.

12. Code Section 280G.

(a) If any payment or benefit Executive would receive under this Agreement, when combined with any other payment or benefit Executive receives pursuant to a Change of Control (for purposes of this section, a "Payment") would constitute a "parachute payment" within the meaning of Code Section 280G and, but for this sentence, be subject to the excise tax imposed by Code Section 4999

(the "Excise Tax"), then such Payment shall be either: (i) the full amount of such Payment notwithstanding that all or some portion of the Payment may be subject to the Excise Tax; or (ii) such lesser amount (a "Reduced Payment") as would result in no portion of the Payment being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local employments taxes, income taxes and the Excise Tax, results in Executive's receipt, on an after-tax basis, of the greater amount of the Payment.

(b) With respect to Section 12(a), if a Reduced Payment is required and there is more than one method of reducing the Reduced Payment amount that would result in no portion of the Payment being subject to the Excise Tax, then the Payment shall be reduced or eliminated in the following order (to the extent such reduction is required pursuant to Section 12(a)): (i) cash severance, (ii) any payment or benefit in respect of any equity award that is treated as contingent on the change in ownership or control but is not covered by Treas. Reg. Section 1.280G-1 Q/A 24(b) or (c), and (iii) any payment or benefit in respect of an equity award that is covered by Treas. Reg. Section 1.280G-1 Q/A 24(c), in each case in reverse order beginning with payments or benefits which are to be paid the farthest in time from the determination (as hereinafter defined).

(c) The determination of whether Section 12(a)(i) or (ii) applies, and the calculation of the amount of the Reduced Payment if applicable, shall be performed by a nationally recognized certified public accounting firm as may be designated by the Company (the "Accounting Firm"). The Accounting Firm shall provide detailed supporting calculations to both the Company and Executive within fifteen (15) business days of the receipt of notice from Executive that there has been a Payment, or such earlier time as is requested by the Company, in a form that can be relied upon for tax filing purposes. All fees and expenses of the Accounting Firm shall be borne solely by the Company.

(d) Executive may receive a Payment that is, in the aggregate, either more or less than the amount described in Section 12(a)(i) or (ii) (as applicable, an "Overpayment" or "Underpayment"). If it is finally determined by a court of competent jurisdiction pursuant to a final non-appealable judgment, or the Internal Revenue Service, or by the Accounting Firm upon request by either the Company or Executive, that an Overpayment or Underpayment has been made, then: (i) in the event of an Overpayment, Executive shall promptly repay the Overpayment to the Company, together with interest on the Overpayment at the applicable federal rate from the date of Executive's receipt of such Overpayment until the date of such repayment; and (ii) in the event of an Underpayment, the Company shall promptly pay an amount equal to the Underpayment to Executive, together with interest on such amount at the applicable federal rate from the date such amount would have been paid to Executive had the provisions of Section 12(a)(ii) not been applied until the date of payment.

13. General.

(a) Notices. All notices, requests, consents and other communications hereunder shall be in writing, shall be addressed to the receiving party's address set forth below or to such other address as a party may designate by notice hereunder, and shall be either (i) delivered by hand, (ii) sent by overnight courier, (iii) sent by registered mail, return receipt requested, postage prepaid; or (iv) by electronic mail. All notices, requests, consents and other communications hereunder shall be deemed to have been given either (A) if by hand, at the time of the delivery thereof to the receiving party at the address of such party set forth in Executive's Employment Agreement, (B) if sent by overnight courier, on the next business day following the day such notice is delivered to the courier service, (C) if sent by registered mail, on the fifth business day following the day such mailing is made or (D) if by electronic mail, then immediately upon delivery thereof to the receiving party's email address.

- Notices to Executive shall be sent to:

  The last known address in the Company's records or such other address as Executive may specify in writing, with a copy to:

  O'Melveny & Myers LLP
  610 Newport Center Drive
  17th Floor
  Newport Beach, CA 92660
  Attn: Jeffrey Walbridge, Esq.

- Notices to the Company shall be sent to:

  Myriad Genetics, Inc.
  320 Wakara Way
  Salt Lake City, Utah 84108
  Attn: Board Chair
  Attn: General Counsel

  or to such other the Company representative as the Company may specify in writing, with a copy to:

  Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
  One Financial Center
  Boston, MA 02111
  Attn: Jonathan L. Kravetz, Esq.
  Attn: H. Andrew Matzkin, Esq.

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

(c) Assignment. The Company shall require any successor to all or substantially all of the Company's business and/or assets to assume expressly and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place. Executive may not assign Executive's rights and obligations under this Agreement without the prior written consent of the Company.

(d) Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Utah, without giving effect to any choice or conflict of law provision or rule. Any legal action permitted by this Agreement to enforce an award or for a claimed breach shall be governed by the laws of the State of Utah, and shall be commenced and

maintained solely in any state or federal court located in the State of Utah, and both parties hereby submit to the jurisdiction and venue of any such court.

(e) Headings and Captions. The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

(f) Entire Agreement. This Agreement, together with the other agreements specifically referenced herein, embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.

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

[Signature Page to Follow]

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

PAUL J. DIAZ MYRIAD GENETICS, INC.

/s/ Paul J. Diaz By: /s/ S. Louise Phanstiel
Signature S. Louise Phanstiel
Board Chair

MYRIAD GENETICS, INC.
RESTRICTED STOCK UNIT AWARD NOTICE

(Performance-Based)

1. Name of Participant: Paul J. Diaz
2. Grant Date: October 8, 2020
3. Vesting Start Date: October 8, 2020
4. Number of Restricted Stock Units ("RSUs") Awarded: 298,954

5. Vesting Schedule: This Award shall be earned and vest as follows provided (except as otherwise set forth below) the Participant is an Employee of the Company or of an Affiliate on the applicable vesting date:

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

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

Notwithstanding the foregoing:

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

(b) Termination by the Company without Cause or by the Participant for Good Reason Following a Change of Control. In the event that a Change of Control occurs, and within a period of three (3) months prior to, upon, or twenty four (24) months following a Change of Control, either (i) the Participant's employment is terminated by the Company other than for Cause, Disability or death, or (ii) the Participant terminates his employment for Good Reason, subject to and in accordance with the conditions set forth in this Agreement and Sections 4(e)(iii) and 4(f) of the Employment Agreement, this Award shall fully vest; and

(c) Termination by the Company as a Result of the Participant's Disability or Death. In the event that the Participant's employment is terminated by the Company as a result of the Participant's Disability or death, subject to and in accordance with the conditions set forth in this Agreement and Sections 4(d)(ii) and 4(f) of the Employment Agreement, this Award shall vest (i) to the extent of certification by the Administrator that Achievement of any Milestone occurred prior to the Termination Date, and (ii) with respect to any earned portion of this Award, in a pro rata amount based on the period of employment between the most recent vesting date prior to the Termination Date and the Termination Date, provided that for purpose of determining the portion of the Award that vests under this Section 5(c)(ii), the annual vesting installments shall be deemed to vest in monthly installments over the applicable year of service, with no additional pro-rata vesting for a

portion of a month if the Termination Date falls between the deemed monthly vesting dates.

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

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

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

MYRIAD GENETICS, INC.

By: /s/ S. Louise Phanstiel
S. Louise Phanstiel
Board Chair

/s/ Paul J. Diaz
Paul J. Diaz

MYRIAD GENETICS, INC.

RESTRICTED STOCK UNIT AGREEMENT -
INCORPORATED TERMS AND CONDITIONS

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

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

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

1. Definitions.

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

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

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

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

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

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

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

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

Director means any member of the Board of Directors.

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

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

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

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

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

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

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

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

2. Vesting of Award.

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

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

3. Prohibitions on Transfer and Sale. This Award (including any additional RSUs received by the Participant as a result of stock dividends, stock splits or any other similar transaction affecting the Company's securities without receipt of consideration) shall not be transferable by the Participant otherwise than (i) by will or by the laws of descent and

distribution, (ii) pursuant to a qualified domestic relations order as defined by the Code or Title I of the Employee Retirement Income Security Act or the rules thereunder, or (iii) to a "family member" as such term is defined in the SEC's General Instructions to a Registration Statement on Form S-8, pursuant to a transfer agreement approved by the Administrator (which approval shall not unreasonably be withheld) in which the family member acknowledges and agrees to the terms of this Agreement. Except as provided in the previous sentence, the shares of Common Stock to be issued pursuant to this Agreement shall be issued, during the Participant's lifetime, only to the Participant (or, in the event of legal incapacity or incompetency, to the Participant's guardian or representative). This Award shall not be assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and shall not be subject to execution, attachment or similar process. Any attempted transfer, assignment, pledge, hypothecation or other disposition of this Award or of any rights granted hereunder contrary to the provisions of this Section 3, or the levy of any attachment or similar process upon this Award shall be null and void.

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

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

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

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

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

5. Securities Law Compliance. The Participant specifically acknowledges and agrees that any sales of shares of Common Stock shall be made in accordance with the requirements of the Securities Act. If the Company does not have an effective registration statement on file with the Securities and Exchange Commission with respect to the Common Stock to be issued hereunder for any reason, the Participant will not be able to transfer or sell any of the shares of Common Stock issued to the Participant pursuant to this Agreement unless exemptions from registration or filings under applicable securities laws are available. Furthermore, despite registration, applicable securities laws may restrict the ability of the Participant to sell his or her Common Stock, including due to the Participant's affiliation with the Company. The Company shall not be obligated to either issue the Common Stock or permit the resale of any shares of Common Stock if such issuance or resale would violate any applicable securities law, rule or regulation.

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

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

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

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

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

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

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

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

(c) if the Company believes that the sale of shares can be made in compliance with applicable securities laws, authorizing, at a time when the Participant is not in possession of material nonpublic information, the sale by the Participant on the applicable vesting date of such number of shares of Common Stock as the Company instructs a registered broker to sell to satisfy the Company's withholding obligation, after deduction of the broker's commission, and the broker shall be required to remit to the Company the cash necessary in order for the Company to satisfy its withholding obligation. To the extent the proceeds of such sale exceed the Company's withholding obligation the Company agrees to pay such excess cash to the Participant as soon as practicable, or to apply such excess as a payment of the Participant's federal income tax withholding amount. In addition, if such sale is not sufficient to pay the Company's withholding obligation the Participant agrees to pay to the Company as soon as

practicable, including through additional payroll withholding, the amount of any withholding obligation that is not satisfied by the sale of shares of Common Stock. The Participant agrees to hold the Company and the broker harmless from all costs, damages or expenses relating to any such sale. The Participant acknowledges that the Company and the broker are under no obligation to arrange for such sale at any particular price. In connection with such sale of shares of Common Stock, the Participant shall execute any such documents requested by the broker in order to effectuate the sale of shares of Common Stock and payment of the withholding obligation to the Company. The Participant acknowledges that this paragraph is intended to comply with Section 10b5-1(c)(1(i)(B) under the Exchange Act.

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

8. Participant Acknowledgements and Authorizations.

The Participant acknowledges the following:

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

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

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

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

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

If to the Company:

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

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

10. Assignment and Successors.

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

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

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

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

MYRIAD GENETICS, INC.
RESTRICTED STOCK UNIT AWARD NOTICE

(Time-Based)

1. Name of Participant: Paul J. Diaz
2. Grant Date: August 13, 2020
3. Vesting Start Date: August 13, 2020
4. Number of Restricted Stock Units ("RSUs") Awarded: 298,954

5. Vesting Schedule: This Award shall vest as follows provided (except as otherwise set forth below) the Participant is an Employee of the Company or of an Affiliate on the applicable vesting date:

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

Notwithstanding the foregoing:

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

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

(b) Termination by the Company without Cause or by the Participant for Good Reason Following a Change of Control. In the event that a Change of Control occurs, and within a period of three (3) months prior to, upon, or twenty four (24) months following a Change of Control, either (i) the Participant's employment is terminated by the Company other than for Cause, Disability or death, or (ii) the Participant terminates his employment for Good Reason, subject to and in accordance with the conditions set forth in this Agreement and Sections 4(e)(iii) and 4(f) of the Employment Agreement, this Award shall fully vest; and

(c) Termination by the Company as a Result of the Participant's Disability or Death. In the event that the Participant's employment is terminated by the Company as a result of the Participant's Disability or death, subject to and in accordance with the conditions set forth in this Agreement and Sections 4(d)(ii) and 4(f) of the Employment Agreement, this Award shall vest in a pro rata amount based on the period of employment between the most recent vesting date prior to the Termination Date and the Termination Date, provided that for purpose of determining the portion of the Award that vests under this Section 5(c), the annual vesting installments shall be deemed to vest in monthly installments over the applicable year of service, with no additional pro-rata vesting for a portion of a month if the Termination Date falls between the deemed monthly vesting dates.

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

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

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

MYRIAD GENETICS, INC.

By: /s/ S. Louise Phanstiel
S. Louise Phanstiel
Board Chair

/s/ Paul J. Diaz
Paul J. Diaz

MYRIAD GENETICS, INC.

RESTRICTED STOCK UNIT AGREEMENT -
INCORPORATED TERMS AND CONDITIONS

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

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

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

1. Definitions.

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

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

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

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

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

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

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

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

Director means any member of the Board of Directors.

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

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

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

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

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

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

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

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

2. Vesting of Award.

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

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

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

on Form S-8, pursuant to a transfer agreement approved by the Administrator (which approval shall not unreasonably be withheld) in which the family member acknowledges and agrees to the terms of this Agreement. Except as provided in the previous sentence, the shares of Common Stock to be issued pursuant to this Agreement shall be issued, during the Participant's lifetime, only to the Participant (or, in the event of legal incapacity or incompetency, to the Participant's guardian or representative). This Award shall not be assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and shall not be subject to execution, attachment or similar process. Any attempted transfer, assignment, pledge, hypothecation or other disposition of this Award or of any rights granted hereunder contrary to the provisions of this Section 3, or the levy of any attachment or similar process upon this Award shall be null and void.

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

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

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

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

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

5. Securities Law Compliance. The Participant specifically acknowledges and agrees that any sales of shares of Common Stock shall be made in accordance with the requirements of the Securities Act. If the Company does not have an effective registration statement on file with the Securities and Exchange Commission with respect to the Common Stock to be issued hereunder for any reason, the Participant will not be able to transfer or sell any of the shares of Common Stock issued to the Participant pursuant to this Agreement unless exemptions from registration or filings under applicable securities laws are available. Furthermore, despite registration, applicable securities laws may restrict the ability of the Participant to sell his or her Common Stock, including due to the Participant's affiliation with the Company. The Company shall not be obligated to either issue the Common Stock or permit the resale of any shares of Common Stock if such issuance or resale would violate any applicable securities law, rule or regulation.

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

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

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

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

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

7. Tax Liability of the Participant and Payment of Taxes. The Participant acknowledges and agrees that any income or other taxes due from the Participant with respect to

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

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

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

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

order to effectuate the sale of shares of Common Stock and payment of the withholding obligation to the Company. The Participant acknowledges that this paragraph is intended to comply with Section 10b5-1(c)(1(i)(B) under the Exchange Act.

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

8. Participant Acknowledgements and Authorizations.

The Participant acknowledges the following:

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

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

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

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

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

If to the Company:

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

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

10. Assignment and Successors.

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

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

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

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

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

14. Modifications and Amendments; Waivers and Consents. The terms of this Agreement may be modified or amended by the Administrator; provided, however, any modification or amendment of this Agreement shall not, without the consent of the Participant, adversely affect the Participant's rights under this Agreement, unless such amendment is required by applicable law. The terms and provisions of this Agreement may be waived, or

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

MYRIAD GENETICS, INC.

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

1. Name of Participant: Paul J. Diaz

2. Date of Option Grant: August 13, 2020

3. Maximum Number of Shares for which this Option is exercisable: 339,088

4. Exercise (purchase) price per share: $13.38

5. Option Expiration Date: August 13, 2027

6. Vesting Start Date: This option shall vest and become exercisable as provided below, but in no event earlier than August 13, 2021

7. Vesting Schedule: This Option shall become vested and exercisable (and the Shares issued upon exercise shall be vested) on the date of certification by the Administrator of the achievement of the following milestone stock prices (each, a "Milestone Stock Price"), provided (except as otherwise set forth below) the Participant is an Employee of the Company or of an Affiliate on the applicable vesting date; and provided further that no portion of the Option may vest (except as otherwise set forth below) earlier than August 13, 2021:

   (i) 20% of the Option shall vest upon Achievement (as defined below) of a stock price that exceeds 1.5x the exercise price per share of the Option;

   (ii) 20% of the Option shall vest upon Achievement of a stock price that exceeds 2.0x the exercise price per share of the Option;

   (iii) 20% of the Option shall vest upon Achievement of a stock price that exceeds 2.5x the exercise price per share of the Option;

   (iv) 20% of the Option shall vest upon Achievement of a stock price that exceeds 3.0x the exercise price per share of the Option; and

   (v) 20% of the Option shall vest upon Achievement of a stock price that exceeds 3.5x the exercise price per share of the Option.

"Achievement" of each applicable Milestone Stock Price shall be based on the average of the closing prices of the Common Stock on the Nasdaq Stock Market for a period of twenty (20) consecutive trading days exceeding the applicable Milestone Stock Price.

For the avoidance of doubt, upon the achievement of any of the Milestone Stock Prices described in clauses (b) through (e), above, the Milestone Stock Prices in the preceding clauses shall also be deemed achieved.

Notwithstanding the foregoing:

(a) Termination by the Company without Cause or by the Participant for Good Reason. In the event that (i) the Participant's employment is terminated by the Company other than for Cause, Disability or death, or (ii) the Participant terminates his employment for Good Reason, subject to and in accordance with the conditions set forth in this Agreement and Sections 4(c)(iii) and 4(f) of the Employment Agreement, to the extent this Option is not fully vested as of the Termination Date, this Option shall remain outstanding and eligible for additional Milestone Stock Price vesting for two (2) years following the Termination Date, but in no event later than the Option Expiration Date; and

(b) Termination by the Company without Cause or by the Participant for Good Reason Following a Change of Control. In the event that a Change of Control occurs, and within a period of three (3) months prior to, upon, or twenty four (24) months following a Change of Control, either (i) the Participant's employment is terminated by the Company other than for Cause, Disability or death, or (ii) the Participant terminates his employment for Good Reason, subject to and in accordance with the conditions set forth in this Agreement and Sections 4(e)(iii) and 4(f) of the Employment Agreement, this Option shall become fully vested and exercisable; and

(c) Termination by the Company as a Result of the Participant's Disability or Death. In the event that the Participant's employment is terminated by the Company as a result of the Participant's Disability or death, subject to and in accordance with the conditions set forth in this Agreement and Sections 4(d)(ii) and 4(f) of the Employment Agreement, this Option shall become vested and exercisable to the extent of certification by the Administrator that Achievement of any Milestone occurred prior to the Termination Date.

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

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

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

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

MYRIAD GENETICS, INC.

By: /s/ S. Louise Phanstiel
S. Louise Phanstiel
Board Chair

/s/ Paul J. Diaz
Paul J. Diaz

MYRIAD GENETICS, INC.

NON-QUALIFIED STOCK OPTION AGREEMENT

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

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

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

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

1. DEFINITIONS.

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

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

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

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

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

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

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

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

Director means any member of the Board of Directors.

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

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

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

Fair Market Value of a Share of Common Stock means:

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

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

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

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

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

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

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

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

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

2. GRANT OF OPTION.

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

3. EXERCISE PRICE.

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

4. EXERCISABILITY OF OPTION.

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

5. TERM OF OPTION.

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

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

If the Participant's Service ceases as a result of (i) termination by the Company without Cause (excluding termination as a result of Disability or death), or (ii) termination by the Participant for Good Reason, the Option to the extent vested and exercisable pursuant to Section

4 hereof (including the acceleration provisions of Section 7(b) of the Grant Notice) as of the Termination Date, and not previously terminated in accordance with this Agreement, may be exercised within three months after the Termination Date, or on or prior to the Option Expiration Date as specified in the Stock Option Grant Notice, whichever is earlier, but may not be exercised thereafter; provided, however, that, subject to and in accordance with the provisions of this Agreement and Sections 4(c)(iii) and 4(f) of the Employment Agreement, to the extent the Option is not vested, the Option shall remain outstanding and eligible for vesting for two (2) years following the Termination Date, but in no event later than the Option Expiration Date, and upon any such vesting, the Option may be exercised within three months after the vesting date.

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

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

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

6. METHOD OF EXERCISING OPTION.

Subject to the terms and conditions of this Agreement, the Option may be exercised by written notice to the Company or its designee, in substantially the form of Exhibit A attached hereto (or in such other form acceptable to the Company, which may include electronic notice). Such notice shall state the number of Shares with respect to which the Option is being exercised and shall be signed by the person exercising the Option (which signature may be provided electronically in a form acceptable to the Company). Payment of the Exercise Price for such Shares and any tax withholding obligations arising in connection with an exercise of the Option shall be made (a) in United States dollars in cash or by check; or (b) at the discretion of the Administrator, through delivery of shares of Common Stock held for at least six months (if

required to avoid negative accounting treatment) having a Fair Market Value (as defined below) equal as of the date of the exercise to the aggregate cash exercise price (and related withholding obligations) for the number of Shares as to which the Option is being exercised; (c) at the discretion of the Administrator, by having the Company retain from the Shares otherwise issuable upon exercise of the Option, a number of Shares having a Fair Market Value equal as of the date of exercise to the aggregate exercise price for the number of Shares as to which the Option is being exercised (and related withholding obligations); or (d) in accordance with a cashless exercise program established at the discretion of the Company with a securities brokerage firm; or (e) at the discretion of the Administrator, by any combination of (a), (b), (c) and (d) above; or (f) at the discretion of the Administrator, by payment of such other lawful consideration as the Administrator may determine. The Company shall deliver such Shares as soon as practicable after the notice shall be received, provided, however, that the Company may delay issuance of such Shares until completion of any action or obtaining of any consent (which the Company will use commercially reasonable efforts to promptly obtain), which the Company reasonably deems necessary under any applicable law (including, without limitation, state securities or "blue sky" laws). The Shares as to which the Option shall have been so exercised shall be registered in the Company's share register in the name of the person so exercising the Option (or, if the Option shall be exercised by the Participant and if the Participant shall so request in the notice exercising the Option, shall be registered in the Company's share register in the name of the Participant and another person jointly, with right of survivorship) and shall be delivered as provided above to or upon the written order of the person exercising the Option. In the event the Option shall be exercised, pursuant to Section 5 hereof, by any person other than the Participant, such notice shall be accompanied by appropriate proof of the right of such person to exercise the Option. All Shares that shall be purchased upon the exercise of the Option as provided herein shall be fully paid and nonassessable. The Company will use commercially reasonable efforts to register, under the Securities Act of 1933, as amended, the offer and sale to the Participant of the Shares subject to the Option.

7. PARTIAL EXERCISE.

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

8. NON-ASSIGNABILITY.

The Option shall not be transferable by the Participant otherwise than (a) by will or by the laws of descent and distribution, (b) pursuant to a qualified domestic relations order as defined by the Code or Title I of the Employee Retirement Income Security Act or the rules thereunder, or (c) to a "family member" as such term is defined in the SEC's General Instructions to a Registration Statement on Form S-8, pursuant to a transfer agreement approved by the Administrator (which approval shall not unreasonably be withheld) in which the family member acknowledges and agrees to the terms of this Agreement. Except as provided above in this paragraph, the Option shall be exercisable, during the Participant's lifetime, only by the Participant (or, in the event of legal incapacity or incompetency, by the Participant's guardian or

representative) and shall not be assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and shall not be subject to execution, attachment or similar process. Any attempted transfer, assignment, pledge, hypothecation or other disposition of the Option or of any rights granted hereunder contrary to the provisions of this Section 8, or the levy of any attachment or similar process upon the Option shall be null and void.

9. NO RIGHTS AS STOCKHOLDER UNTIL EXERCISE.

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

10. ADJUSTMENTS.

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

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

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

For purposes of determining the payments to be made pursuant to Subclause (iii) above, in the case of a Corporate Transaction the consideration for which, in whole or in part, is other than cash, the consideration other than cash shall be valued at the fair value thereof as determined reasonably and in good faith by the Board of Directors.

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

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

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

11. TAXES.

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

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

12. PURCHASE FOR INVESTMENT.

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

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

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

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

14. NO OBLIGATION TO MAINTAIN RELATIONSHIP.

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

15. NOTICES.

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

If to the Company:

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

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

16. GOVERNING LAW.

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

17. BENEFIT OF AGREEMENT.

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

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

18. SEVERABILITY.

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

19. ENTIRE AGREEMENT.

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

20. MODIFICATIONS AND AMENDMENTS.

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

21. WAIVERS AND CONSENTS.

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

instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent.

21. DATA PRIVACY.

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

22. CLAWBACK.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Exhibit A

NOTICE OF EXERCISE OF STOCK OPTION

[Form for Shares registered in the United States]

To: MYRIAD GENETICS, INC.

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

Ladies and Gentlemen:

I hereby exercise my Stock Option to purchase _____ shares (the "Shares") of the common stock, $0.01 par value, of MYRIAD GENETICS, INC. (the "Company"), at the exercise price of $_____ per share, pursuant to and subject to the terms of that Stock Option Grant Notice dated August 13, 2020.

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

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

_____

Please issue the Shares (check one):

☐ to me; or

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

at the following address:

_____
_____
_____

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

_____

_____

_____

Very truly yours,

_____
Participant (signature)

_____
Print Name

_____
Date

Exhibit A-2

MYRIAD GENETICS, INC.
NON-QUALIFIED STOCK OPTION GRANT NOTICE

(Time-Based)

1. Name of Participant: Paul J. Diaz

2. Date of Option Grant: August 13, 2020

3. Maximum Number of Shares for which this Option is exercisable: 342,040

4. Exercise (purchase) price per share: $13.38

5. Option Expiration Date: August 13, 2027

6. Vesting Start Date: This option shall vest and become exercisable as provided below, but in no event earlier than August 13, 2021.

7. Vesting Schedule: This Option shall become vested and exercisable (and the Shares issued upon exercise shall be vested) as follows, provided (except as otherwise set forth below) the Participant is an Employee of the Company or of an Affiliate on the applicable vesting date:

On the first anniversary of the Vesting Start Date	25% of the Shares
On the second anniversary of the Vesting Start Date	an additional 25% of the Shares
On the third anniversary of the Vesting Start Date	an additional 25% of the Shares
On the fourth anniversary of the Vesting Start Date	an additional 25% of the Shares

Notwithstanding the foregoing:

(a) Termination by the Company without Cause or by the Participant for Good Reason. In the event that (i) the Participant's employment is terminated by the Company other than for Cause, Disability or death, or (ii) the Participant terminates his employment

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

(b) Termination by the Company without Cause or by the Participant for Good Reason Following a Change of Control. In the event that a Change of Control occurs, and within a period of three (3) months prior to, upon, or twenty four (24) months following a Change of Control, either (i) the Participant's employment is terminated by the Company other than for Cause, Disability or death, or (ii) the Participant terminates his employment for Good Reason, subject to and in accordance with the conditions set forth in this Agreement and Sections 4(e)(iii) and 4(f) of the Employment Agreement, this Option shall become fully vested and exercisable; and

(c) Termination by the Company as a Result of the Participant's Disability or Death. In the event that the Participant's employment is terminated by the Company as a result of the Participant's Disability or death, subject to and in accordance with the conditions set forth in this Agreement and Sections 4(d)(ii) and 4(f) of the Employment Agreement, this Option shall become vested and exercisable in a pro rata amount based on the period of employment between the most recent vesting date prior to the Termination Date and the Termination Date, provided that for purpose of determining the portion of the Option that vests under this Section 7(c), the annual vesting installments shall be deemed to vest in monthly installments over the applicable year of service, with no additional pro-rata vesting for a portion of a month if the Termination Date falls between the deemed monthly vesting dates.

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

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

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

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

MYRIAD GENETICS, INC.

By: /s/ S. Louise Phanstiel
S. Louise Phanstiel
Board Chair

/s/ Paul J. Diaz
Paul J. Diaz

MYRIAD GENETICS, INC.

NON-QUALIFIED STOCK OPTION AGREEMENT

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

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

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

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

1. DEFINITIONS.

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

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

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

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

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

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

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

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

Director means any member of the Board of Directors.

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

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

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

Fair Market Value of a Share of Common Stock means:

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

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

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

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

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

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

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

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

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

2. GRANT OF OPTION.

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

3. EXERCISE PRICE.

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

4. EXERCISABILITY OF OPTION.

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

5. TERM OF OPTION.

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

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

In the event the Participant's Service is terminated by the Company or an Affiliate for Cause (including any related resignation or removal from the Board of Directors related thereto), the Participant's right to exercise any unexercised portion of this Option even if vested

shall cease immediately as of the time the Participant is notified pursuant to the Employment Agreement that his Service is terminated for Cause, and this Option shall thereupon terminate. Notwithstanding anything herein to the contrary, if subsequent to the Participant's termination, but prior to the exercise of the Option, the Administrator determines that, prior to the Participant's termination, the Participant engaged in conduct which would constitute Cause, then the Participant shall immediately cease to have any right to exercise the Option and this Option shall thereupon terminate.

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

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

6. METHOD OF EXERCISING OPTION.

Subject to the terms and conditions of this Agreement, the Option may be exercised by written notice to the Company or its designee, in substantially the form of Exhibit A attached hereto (or in such other form acceptable to the Company, which may include electronic notice). Such notice shall state the number of Shares with respect to which the Option is being exercised and shall be signed by the person exercising the Option (which signature may be provided electronically in a form acceptable to the Company). Payment of the Exercise Price for such Shares and any tax withholding obligations arising in connection with an exercise of the Option shall be made (a) in United States dollars in cash or by check; or (b) at the discretion of the Administrator, through delivery of shares of Common Stock held for at least six months (if required to avoid negative accounting treatment) having a Fair Market Value (as defined below) equal as of the date of the exercise to the aggregate cash exercise price (and related withholding obligations) for the number of Shares as to which the Option is being exercised; (c) at the discretion of the Administrator, by having the Company retain from the Shares otherwise issuable upon exercise of the Option, a number of Shares having a Fair Market Value equal as of the date of exercise to the aggregate exercise price for the number of Shares as to which the Option is being exercised (and related withholding obligations); or (d) in accordance with a cashless exercise program established at the discretion of the Company with a securities brokerage firm; or (e) at the discretion of the Administrator, by any combination of (a), (b), (c) and (d) above; or (f) at the discretion of the Administrator, by payment of such other lawful consideration as the Administrator may determine. The Company shall deliver such Shares as soon as practicable after the notice shall be received, provided, however, that the Company may delay issuance of such Shares until completion of any action or obtaining of any consent (which the Company will use commercially reasonable efforts to promptly obtain), which the Company

reasonably deems necessary under any applicable law (including, without limitation, state securities or "blue sky" laws). The Shares as to which the Option shall have been so exercised shall be registered in the Company's share register in the name of the person so exercising the Option (or, if the Option shall be exercised by the Participant and if the Participant shall so request in the notice exercising the Option, shall be registered in the Company's share register in the name of the Participant and another person jointly, with right of survivorship) and shall be delivered as provided above to or upon the written order of the person exercising the Option. In the event the Option shall be exercised, pursuant to Section 5 hereof, by any person other than the Participant, such notice shall be accompanied by appropriate proof of the right of such person to exercise the Option. All Shares that shall be purchased upon the exercise of the Option as provided herein shall be fully paid and nonassessable. The Company will use commercially reasonable efforts to register, under the Securities Act of 1933, as amended, the offer and sale to the Participant of the Shares subject to the Option.

7. PARTIAL EXERCISE.

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

8. NON-ASSIGNABILITY.

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

9. NO RIGHTS AS STOCKHOLDER UNTIL EXERCISE.

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

10. ADJUSTMENTS.

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

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

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

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

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

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

11. TAXES.

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

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

12. PURCHASE FOR INVESTMENT.

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

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

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

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

14. NO OBLIGATION TO MAINTAIN RELATIONSHIP.

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

payments, bonuses, long-service awards, pension or retirement benefits or similar payments. Nothing in the preceding sentence, however, limits any right or remedy of the Participant, or obligation of the Company, under the Employment Agreement.

15. NOTICES.

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

If to the Company:

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

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

16. GOVERNING LAW.

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

17. BENEFIT OF AGREEMENT.

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

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

18. SEVERABILITY.

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

19. ENTIRE AGREEMENT.

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

20. MODIFICATIONS AND AMENDMENTS.

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

21. WAIVERS AND CONSENTS.

The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not

similar. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent.

21. DATA PRIVACY.

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

22. CLAWBACK.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Exhibit A

NOTICE OF EXERCISE OF STOCK OPTION

[Form for Shares registered in the United States]

To: MYRIAD GENETICS, INC.

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

Ladies and Gentlemen:

I hereby exercise my Stock Option to purchase _____ shares (the "Shares") of the common stock, $0.01 par value, of MYRIAD GENETICS, INC. (the "Company"), at the exercise price of $_____ per share, pursuant to and subject to the terms of that Stock Option Grant Notice dated August 13, 2020.

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

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

_____

Please issue the Shares (check one):

☐ to me; or

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

at the following address:

_____

_____

_____

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

_____

_____

_____

Very truly yours,

_____

Participant (signature)

_____

Print Name

_____

Date

Exhibit A-2

FORM OF SEPARATION AND RELEASE AGREEMENT

This Separation and Release Agreement (the "**Agreement**"), dated as of [●], is entered into between Myriad Genetics, Inc. (together with its subsidiaries, affiliates, successors and assigns, the "**Company**"), and [●] ("**Executive**") (Executive, together with the Company, the "**Parties**" and each a "**Party**").

WHEREAS, Executive served as the [●] of the Company and as a member of the Board of Directors of the Company (the "**Board**") pursuant to that certain Executive Employment Agreement dated [●] (the "**Employment Agreement**");

WHEREAS, Executive's employment with the Company and engagement as a member of the Board and any committees thereof ended effective as of [●]; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and undertakings set out below, the Parties herby agree as follows:

1. Employment Separation Date:

   a. Effective as of [●] (the "**Separation Date**"), Executive's employment with the Company and engagement in any role pursuant thereto, including but not limited to serving on the Board and any committees thereof, shall end on the Separation Date. From and after the Separation Date, Executive shall have no authority and shall not represent himself as an employee or agent of the Company. This Agreement constitutes the "Separation Agreement" contemplated by Section 4(f) of the Employment Agreement.

2. Payments and Benefits.

   a. The Company shall provide Executive with the Accrued Obligations (as such term is defined in the Employment Agreement).

   b. Provided that this Agreement is signed by Executive in the period of time set forth in Section 4(f) of the Employment Agreement and not revoked by Executive, the Company shall provide Executive with the Severance Benefits (as such term is defined in the Employment Agreement) set forth in Section **[4(c) / 4(d) / 4(e)]** of the Employment Agreement.

   c. The payments referenced in Sections 2(a) and 2(b) shall be made at the applicable time(s) provided for in the Employment Agreement.

   d. Executive agrees and acknowledges that the payments and benefits referred to in this Section 2 are in lieu of and in full satisfaction of any amounts that might otherwise be payable under any contract, plan, policy or practice, past or present, of the Company. Executive acknowledges that, other than any payment described in this Section 2 or otherwise in this Agreement, all outstanding payments or benefits for all outstanding employment periods shall be forfeited in accordance with their terms. All outstanding equity awards held by Executive shall be treated in accordance with their terms and the provisions of Section **[4(c) / 4(d) / 4(e)]** of the Employment Agreement, including with respect to any post-termination exercise periods for vested stock options.

3. General Release. In consideration of the payments and benefits to be made pursuant to Section 2(b), Executive, with the intention of binding Executive and Executive's heirs, executors, administrators and assigns, does hereby release, remise, acquit and forever discharge the Company and each of its subsidiaries and affiliates (the "**Company Affiliated Group**"), their present and former officers, directors, executives, agents, attorneys, employees and employee benefits plans (and the fiduciaries thereof), and the successors, predecessors and assigns of each of the foregoing (collectively, the "**Company Released Parties**"), of and from any and all claims, actions, causes of action, complaints, charges, demands, rights, damages, debts, sums of money, accounts, financial obligations, suits, expenses, attorneys' fees and liabilities of whatever kind or nature in law, equity or otherwise, whether accrued, absolute, contingent, unliquidated or otherwise and whether now known or unknown, suspected or unsuspected which Executive, individually or as a member of a class, now has, owns or holds, or has at any time heretofore had, owned or held, against any Company Released Party in any capacity (as they may have been amended through the Effective Date), including, without limitation, any and all claims: (a) arising out of or in any way connected with Executive's service to any member of the Company Affiliated Group (or the predecessors thereof) in any capacity, or the termination of such service in any such capacity; (b) for severance or vacation benefits, unpaid wages, salary or incentive payments; (c) for breach of contract, breach of covenant of good faith and fair dealing, wrongful discharge, impairment of economic opportunity, defamation, promissory estoppel, fraud, negligent or intentional infliction of emotional harm, or other tort; (d) for any violation of applicable state and local labor and employment laws, including, without limitation, all laws concerning unlawful and unfair labor and employment practices, and further including, without limitation, any and all claims based on the Executive Retirement Income Security Act of 1974 ("**ERISA**"), Title VII of the Civil Rights Act of 1964 ("**Title VII**"), the Civil Rights Act of 1991, the Americans with Disabilities Act ("**ADA**"), Sections 503 and 504 of the Rehabilitation Act, the Family and Medical Leave Act, the Age Discrimination in Employment Act ("**ADEA**"), the Older Workers Benefit Protection Act, the Equal Pay Act, the Worker Adjustment and Retraining Notification Act, the Uniformed Services Employment and Re-Employment Act, the Rehabilitation Act of 1973, the Families First Coronavirus Response Act, the Coronavirus Aid, Relief and Economic Security Act, the Employment Relations and Collective Bargaining Act, the Utah Right to Work Act, the Utah Drug and Alcohol Testing Act, the Utah Minimum Wage Act, the Utah Protection of Activities in Private Vehicles Act, the Utah Employment Selection Procedures Act, and the Utah Occupational Safety and Health Act, and any and all claims arising under the civil rights laws of any federal, state or local jurisdiction, each as amended and including each of their respective implementing regulations; and (e) under any whistleblower laws or whistleblower provisions of other laws; excepting only:

(i) rights of Executive under this Agreement;

(ii) rights of Executive relating to equity awards held by Executive as of his or her Separation Date (as defined in the Employment Agreement);

(iii) the right of Executive to receive COBRA continuation coverage in accordance with applicable law;

(iv) rights to indemnification Executive may have (i) under applicable corporate law, (ii) under the by-laws, certificate of incorporation or similar governing documents of any Company Released Party, (iii) under a written indemnification agreement with any

Company Released Party, or (iv) as an insured under any director's and officer's liability insurance policy now or previously in force;

(v) claims (i) for benefits under any health, disability, retirement, deferred compensation, life insurance or other, similar Executive benefit plan or arrangement of the Company Affiliated Group and (ii) for earned but unused vacation pay through the Separation Date in accordance with applicable Company policy; and

(vi) claims for the reimbursement of unreimbursed business expenses incurred prior to the Separation Date pursuant to applicable Company policy; and

(vii) any rights that Executive may have as a stockholder (or former stockholder) of Company with respect to dividend payment rights or payments in respect of shares of Company common stock sold in a merger or other transaction in accordance with the applicable merger or transaction agreement.

Notwithstanding the foregoing, this Section does not:

(A) release the Company from any obligation expressly set forth in this Agreement or from any obligation, including, without limitation, obligations under the Workers Compensation Act, which as a matter of law cannot be released;

(B) prohibit Executive from filing a charge with the Equal Employment Opportunity Commission ("EEOC"); or

(C) prohibit Executive from participating in an investigation or proceeding by the EEOC or any comparable state or local agency, or providing information or documents to the EEOC or any comparable state or local agency.

Executive acknowledges and agrees, however, that Executive's waiver and release of claims are intended to be a complete bar to any recovery or personal benefit by or to Executive with respect to any Claim whatsoever arising out of Executive's employment with the Company, including those raised through a charge with the EEOC, except those which, as a matter of law, cannot be released. In the event that Executive successfully challenges the validity of this release of claims, the Company and any Company Released Party sought to be released hereunder shall be entitled to recover from the Executive the full amount of the payments and benefits described in Section 2(b) of this Agreement. Nothing in the Agreement, however, shall limit the right of the Company or any Company Released Party sought to be released hereunder to seek immediate dismissal of a charge on the basis that Executive signing of this Agreement constitutes a full release of any rights Executive might otherwise have to pursue the charge. Executive further acknowledges and agrees that, but for providing this waiver and release, Executive would not be receiving the payments and benefits being provided to Executive as set forth above in Section 2(b) of this Agreement.

4. No Admissions. Executive acknowledges and agrees that this Agreement is not to be construed in any way as an admission of any liability whatsoever by any Company Released Party, any such liability being expressly denied.

5. Application to all Forms of Relief. This Agreement applies to any relief no matter how called, including, without limitation, wages, back pay, front pay, compensatory damages, liquidated damages, emotional distress damages, punitive damages for pain or suffering, costs and attorney's fees and expenses.

6. Specific Waiver. Executive specifically acknowledges that his or her acceptance of the terms of this Agreement is, among other things, a specific waiver of his or her rights, claims and causes of action under Title VII, ADEA, ADA and any state or local law or regulation in respect of discrimination of any kind; provided, however, that nothing herein shall be deemed, nor does anything herein purport, to be a waiver of any right or claim or cause of action which by law Executive is not permitted to waive or as to those matters that are expressly outside of the scope of the release pursuant to Section 3.

7. No Complaints or Other Claims. Executive acknowledges and agrees that he or she has not, with respect to any transaction or state of facts existing prior to the date hereof, filed any complaints, charges or lawsuits against any Company Released Party with any governmental agency, court or tribunal.

8. Ongoing Obligations.

(a) Terms and Conditions. Executive acknowledges Executive remains bound by the terms of his Confidentiality, Non-Competition, Non-Solicitation and Inventions Assignment Agreement with the Company dated [●] (the "Confidentiality Agreement"), which is incorporated herein by reference, and the terms of which remain in full force and effect following the termination of Executive's employment with the Company as set forth in such agreement.

(b) Return of Company Material. Executive represents that he has satisfied his obligations pursuant to Section 8 of the Employment Agreement and Section 1(d) of the Confidentiality Agreement. Should Executive later discover any materials that Executive is obligated pursuant to such provisions to return to Company, he will promptly do so.

(c) Cooperation. Following the Separation Date, Executive shall reasonably cooperate with the Company upon reasonable request of the Board and be reasonably available to the Company with respect to matters arising out of Executive's services to the Company Affiliated Group.

(d) Non-Disparagement. Executive agrees not to disparage the Company or the products or businesses of the Company, and the Company agrees that the Board shall not disparage Executive, provided, however, that nothing in this Section shall restrict Executive, the Company or any Board member from making any disclosures mandated by state or federal law, from participating in an investigation with a state or federal agency if requested by the agency to do so, or from providing information or documents to a state or federal agency if requested by the agency to do so.

(e) No Representation. Executive acknowledges that, other than as set forth in this Agreement and the Employment Agreement (and the other plans, agreements and documents referenced herein or therein), (i) no promises have been made to him or her and (ii) in signing this Agreement Executive is not relying upon any statement or representation made by or on behalf of any Company Released Party and each or any of

them concerning the merits of any claims or the nature, amount, extent or duration of any damages relating to any claims or the amount of any money, benefits, or compensation due to Executive or claimed by Executive, or concerning the Agreement or concerning any other thing or matter.

(f) Injunctive Relief. In the event of a breach or threatened breach by Executive of this Section, Executive agrees that the Company shall be entitled to injunctive relief in a court of appropriate jurisdiction to remedy any such breach or threatened breach, Executive acknowledging that damages would be inadequate or insufficient.

9. Permitted Disclosures. Pursuant to 18 U.S.C. § 1833(b), Executive understands that Executive shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret of the Company that (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to Executive's attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Executive understands that if Executive files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Executive may disclose the trade secret to Executive's attorney and use the trade secret information in the court proceeding if Executive (x) files any document containing the trade secret under seal, and (y) does not disclose the trade secret, except pursuant to court order. Nothing in this Agreement, or any other agreement that Executive has with the Company, is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by such section. Further, nothing in this Agreement or any other agreement that Executive has with the Company shall prohibit or restrict Executive from (A) making any voluntary disclosure of information or documents concerning possible violations of law to any governmental agency or legislative body, or any self-regulatory organization, in each case, without advance notice to the Company; or (B) responding to a valid subpoena, court order or similar legal process; provided, however, that prior to making any such disclosure pursuant to this Section, Executive shall provide the Company with written notice of the subpoena, court order or similar legal process sufficiently in advance of such disclosure to afford the Company a reasonable opportunity to challenge the subpoena, court order or similar legal process.

10. Voluntariness. Executive agrees that he or she is relying solely upon his or her own judgment; that Executive is over eighteen years of age and is legally competent to sign this Agreement; that Executive is signing this Agreement of his or her own free will; that the Executive has read and understood the Agreement before signing it; and that Executive is signing this Agreement in exchange for consideration that he or she believes is satisfactory and adequate.

11. Legal Counsel. Executive acknowledges that he or she has been informed of the right to consult with legal counsel and has been encouraged to do so.

12. Complete Agreement/Severability. This Agreement constitutes the complete and final agreement between the parties and supersedes and replaces all prior or contemporaneous agreements, negotiations, or discussions relating to the subject matter of this Agreement. All provisions and portions of this Agreement are severable. If any provision or portion of this Agreement or the application of any provision or portion of the Agreement shall be determined to be invalid or unenforceable to any extent or for any reason, all other provisions and portions of this Agreement

shall remain in full force and shall continue to be enforceable to the fullest and greatest extent permitted by law.

13. Acceptance. Executive acknowledges that he or she has been given a period of twenty-one (21) days within which to consider this Agreement, unless applicable law requires a longer period, in which case Executive shall be advised of such longer period and such longer period shall apply. Executive may accept this Agreement at any time within this period of time by signing the Agreement and returning it to the Company.

14. Revocability. This Agreement shall not become effective or enforceable until seven (7) calendar days after Executive signs it. Executive may revoke his or her acceptance of this Agreement at any time within that seven (7) calendar day period by sending written notice to the Company. Such notice must be received by the Company within the seven (7) calendar day period in order to be effective and, if so received, would void this Agreement for all purposes. This Agreement shall become effective (the "**Effective Date**") on the day following the conclusion of the seven (7) calendar day period.

15. Governing Law. Except for issues or matters as to which federal law is applicable, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Utah without giving effect to the conflicts of law principles thereof.

IN WITNESS WHEREOF, Executive has executed this Agreement as of the date last set forth below.

EXECUTIVE

_____ Date: _____

Name:

Exhibit 31.1

SARBANES-OXLEY SECTION 302(a) CERTIFICATION

I, Paul J. Diaz, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Myriad Genetics, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 9, 2020

By: /s/ Paul J. Diaz

Paul J. Diaz
President and Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

SARBANES-OXLEY SECTION 302(a) CERTIFICATION

I, R. Bryan Riggsbee, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Myriad Genetics, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 9, 2020

By: /s/ R. Bryan Riggsbee

R. Bryan Riggsbee
Chief Financial Officer
(Principal Financial and Accounting Officer)

Exhibit 32.1

Certification
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
(Subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code)

Pursuant to section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of section 1350, chapter 63 of title 18, United States Code), each of the undersigned officers of Myriad Genetics, Inc., a Delaware corporation (the "Company"), does hereby certify, to such officer's knowledge, that:

The Quarterly Report on Form 10-Q for the quarter ended September 30, 2020 (the "Form 10-Q") of the Company fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and the information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 9, 2020

By: /s/ Paul J. Diaz

Paul J. Diaz
President and Chief Executive Officer
Principal Executive Officer

Date: November 9, 2020

By: /s/ R. Bryan Riggsbee

R. Bryan Riggsbee
Chief Financial Officer
Principal Financial and Accounting Officer