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 December 31, 2019

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
Public 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 ☒ 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 ☒ 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		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

As of January 31, 2020 the registrant had 74,550,111 shares of $0.01 par value common stock outstanding.

MYRIAD GENETICS, INC.

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

ASSETS	December 31, 2019	June 30, 2019
Current assets:		
Cash and cash equivalents	$ 81.2	$ 93.2
Marketable investment securities	60.4	43.7
Prepaid expenses	16.2	16.6
Inventory	28.1	31.4
Trade accounts receivable	118.3	133.9
Prepaid taxes	24.7	25.1
Other receivables	3.5	4.7
Assets held for sale	32.9	—
Total current assets	365.3	348.6
Property, plant and equipment, net	36.5	57.3
Operating lease right-of-use assets	67.3	—
Long-term marketable investment securities	47.6	54.9
Intangibles, net	653.5	684.7
Goodwill	408.1	417.2
Total assets	$ 1,578.3	$ 1,562.7
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 21.0	$ 33.3
Accrued liabilities	61.1	78.9
Current maturities of operating lease liabilities	12.8	—
Short-term contingent consideration	3.4	3.4
Deferred revenue	3.6	2.2
Liabilities held for sale	10.5	—
Total current liabilities	112.4	117.8
Unrecognized tax benefits	22.4	21.7
Noncurrent operating lease liabilities	58.7	—
Other long-term liabilities	—	7.8
Contingent consideration	6.9	10.4
Long-term debt	225.1	233.5
Long-term deferred taxes	75.5	82.6
Total liabilities	501.0	473.8
Commitments and contingencies		
Stockholders’ equity:		
Common stock, 74.5 and 73.5 shares outstanding at December 31, 2019 and June 30, 2019 respectively	0.7	0.7
Additional paid-in capital	1,085.1	1,068.0
Accumulated other comprehensive loss	(5.3)	(5.4)
Retained earnings (deficit)	(3.3)	25.6
Total Myriad Genetics, Inc. stockholders’ equity	1,077.2	1,088.9
Non-Controlling Interest	0.1	—
Total stockholders' equity	1,077.3	1,088.9
Total liabilities and stockholders’ equity	$ 1,578.3	$ 1,562.7

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 December 31,		Six months ended December 31,	
	2019	2018	2019	2018
Molecular diagnostic testing	$ 181.1	$ 203.0	$ 353.1	$ 392.0
Pharmaceutical and clinical services	14.0	13.8	28.3	27.1
Total revenue	195.1	216.8	381.4	419.1
Costs and expenses:				
Cost of molecular diagnostic testing	41.0	44.0	82.2	86.3
Cost of pharmaceutical and clinical services	8.6	8.1	17.1	15.5
Research and development expense	18.8	22.4	40.1	43.5
Change in the fair value of contingent consideration	(0.1)	1.0	0.6	1.4
Selling, general, and administrative expense	135.6	135.2	271.1	265.1
Total costs and expenses	203.9	210.7	411.1	411.8
Operating income (loss)	(8.8)	6.1	(29.7)	7.3
Other income (expense):				
Interest income	0.8	0.9	1.7	1.6
Interest expense	(2.5)	(3.4)	(5.4)	(5.6)
Other	(0.9)	—	(0.3)	1.1
Total other expense:	(2.6)	(2.5)	(4.0)	(2.9)
Income (loss) before income tax	(11.4)	3.6	(33.7)	4.4
Income tax provision (benefit)	(3.1)	1.0	(4.8)	2.6
Net income (loss)	$ (8.3)	$ 2.6	$ (28.9)	$ 1.8
Net loss attributable to non-controlling interest	—	—	—	(0.1)
Net income (loss) attributable to Myriad Genetics, Inc. stockholders	$ (8.3)	$ 2.6	$ (28.9)	$ 1.9
Earnings (loss) per share:				
Basic	$ (0.11)	$ 0.04	$ (0.39)	$ 0.03
Diluted	$ (0.11)	$ 0.03	$ (0.39)	$ 0.02
Weighted average shares outstanding:				
Basic	74.4	74.2	74.1	73.6
Diluted	74.4	76.5	74.1	76.9

See accompanying notes to condensed consolidated financial statements.

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

	Three months ended December 31,		Six months ended December 31,	
	2019	2018	2019	2018
Net income (loss) attributable to Myriad Genetics, Inc. stockholders	$ (8.3)	$ 2.6	$ (28.9)	$ 1.9
Unrealized loss on available-for-sale securities, net of tax	—	(0.2)	—	$ (0.4)
Change in foreign currency translation adjustment, net of tax	2.2	0.9	0.1	1.3
Comprehensive income (loss)	(6.1)	3.3	(28.8)	2.8
Comprehensive income attributable to non-controlling interest	—	—	—	—
Comprehensive income (loss) attributable to Myriad Genetics, Inc. shareholders	$ (6.1)	$ 3.3	$ (28.8)	$ 2.8

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)	Non-Controlling Interest	Myriad Genetics, Inc. Stockholders' equity
BALANCES AT JUNE 30, 2018	**$ 0.7**	**$ 915.4**	**$ (4.1)**	**$ 54.1**	**$ —**	**$ 966.1**
Issuance of common stock under share-based compensation plans	—	1.9	—	—	—	1.9
Issuance of common stock for acquisition	—	127.4	—	—	—	127.4
Share-based payment expense	—	7.7	—	—	—	7.7
Net loss	—	—	—	(0.7)	—	(0.7)
Other comprehensive loss, net of tax	—	—	(0.2)	—	—	(0.2)
BALANCES AT SEPTEMBER 30, 2018	**$ 0.7**	**$ 1,052.4**	**$ (4.3)**	**$ 53.4**	**$ —**	**$ 1,102.2**
Issuance of common stock under share-based compensation plans	—	2.6	—	—	—	2.6
Share-based payment expense	—	7.5	—	—	—	7.5
Repurchase and retirement of common stock	—	(16.9)	—	(33.1)	—	(50.0)
Net income	—	—	—	2.6	—	2.6
Other comprehensive loss, net of tax	—	—	(0.7)	—	—	(0.7)
BALANCES AT DECEMBER 31, 2018	**$ 0.7**	**$ 1,045.6**	**$ (5.0)**	**$ 22.9**	**$ —**	**$ 1,064.2**
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	—	(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**
Issuance of common stock under share-based compensation plans	—	1.8	—	—	—	1.8
Share-based payment expense	—	7.0	—	—	—	7.0
Non-controlling interest	—	—	—	—	0.1	0.1
Net loss	—	—	—	(8.3)	—	(8.3)
Other comprehensive income, net of tax	—	—	2.2	—	—	2.2
BALANCES AT DECEMBER 31, 2019	**$ 0.7**	**$ 1,085.1**	**$ (5.3)**	**$ (3.3)**	**$ 0.1**	**$ 1,077.3**

See accompanying notes to consolidated financial statements.

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

	Six months ended December 31,	
	2019	**2018**
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net Income (loss) attributable to Myriad Genetics, Inc. stockholders	$ (28.9)	1.9
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	36.4	36.3
Non-cash interest expense	0.2	(1.2)
Loss on disposition of assets	(0.1)	(0.9)
Share-based compensation expense	15.8	15.2
Deferred income taxes	(6.8)	2.3
Unrecognized tax benefits	0.7	(2.3)
Impairment of goodwill classified as held for sale	1.3	—
Change in fair value of contingent consideration	0.7	(1.4)
Changes in assets and liabilities:		
Prepaid expenses	(0.2)	0.8
Trade accounts receivable	13.6	(0.9)
Other receivables	(0.3)	(1.9)
Inventory	2.6	6.1
Prepaid taxes	0.4	(3.1)
Accounts payable	(11.3)	(0.3)
Accrued liabilities	(11.8)	(4.7)
Deferred revenue	1.6	(0.3)
Net cash provided by operating activities	13.9	45.6
CASH FLOWS FROM INVESTING ACTIVITIES		
Capital expenditures	(4.8)	(4.1)
Acquisitions, net of cash acquired	—	(278.5)
Purchases of marketable investment securities	(45.0)	(36.6)
Proceeds from maturities and sales of marketable investment securities	35.5	32.1
Net cash used in investing activities	(14.3)	(287.1)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Net proceeds from common stock issued under share-based compensation plans	1.3	4.5
Payment of contingent consideration recognized at acquisition	(3.9)	—
Net proceeds from revolving credit facility	—	340.0
Repayment of revolving credit facility	(8.6)	(75.0)
Repurchase and retirement of common stock	—	(50.0)
Net cash provided by (used in) financing activities	(11.2)	219.5
Effect of foreign exchange rates on cash and cash equivalents	1.1	1.7
Change in cash and cash equivalents classified as held for sale	(1.5)	—
Net decrease in cash and cash equivalents	(12.0)	(20.3)
Cash and cash equivalents at beginning of the period	93.2	110.9
Cash and cash equivalents at end of the period	$ 81.2	$ 90.6

See accompanying notes to condensed consolidated financial statements.

(1) BASIS OF PRESENTATION

The accompanying condensed consolidated financial statements have been prepared by Myriad Genetics, Inc. (the “Company” or “Myriad”) 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”). The condensed consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries. 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 for the fiscal year ended June 30, 2019, included in the Company’s Annual Report on Form 10-K for the fiscal year ended June 30, 2019. Operating results for the three and six months ended December 31, 2019 may not necessarily be indicative of results to be expected for any other interim period or for the full year.

The consolidated financial statements include the accounts of the Company’s majority-owned subsidiary, Assurex Canada, Ltd. which is85% owned by Assurex Health, Inc. (“Assurex”), a wholly owned subsidiary of the Company, and 15% owned by the Centre for Addiction and Mental Health. Assurex Canada, Ltd. is a consolidated subsidiary of Assurex Health, Inc. The value of the non-controlling interest represents the portion of Assurex Canada, Ltd.’s profit or loss and net assets that is not held by Assurex Health, Inc. The Company attributes comprehensive income or loss of the subsidiary between the Company and the non-controlling interest based on the respective ownership interest.

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. Actual results could differ from those estimates.

Net assets held for sale represent land, buildings and other assets and liabilities for locations that have met the criteria of "held for sale" accounting, as specified by Accounting Standards Codifications ("ASC") 360, "Property, Plant, and Equipment," and are recorded at the lower of carrying value or fair value less costs to sell. Fair value is based on the estimated proceeds from the sale of the net assets utilizing recent purchase offers, market comparables and/or reliable third-party data and costs to sell include direct costs that are estimable and probable. The Company's fair value estimates are regularly reviewed, and the net assets classified as held for sale are subject to changes. Net assets held for sale are currently marketed for sale and it is the Company's intention to complete the sale of these net assets within twelve months following their initial classification as held for sale. See Note 18 for additional information regarding assets and liabilities held for sale.

Recent Accounting Pronouncements

Recently Adopted Standards

In February 2016, the FASB issued ASU 2016-02, Leases (“ASU 2016-02”). ASU 2016-02 amends the existing accounting standards for lease accounting, including requiring lessees to recognize most leases on their balance sheets and changing certain lessor accounting requirements. ASU 2016-02 also requires entities to provide enhanced disclosures surrounding the amount, timing and uncertainty of cash flows arising from leasing arrangements. On July 1, 2019, the Company adopted ASU 2016-02 under the modified retrospective approach by initially applying ASU 2016-02 at the adoption date, rather than at the beginning of the earliest comparative period presented. Results for the three and six months ended December 31, 2019 are presented under ASU 2016-02. Prior period amounts were not adjusted and continue to be reported under previous lease accounting guidance.

Under ASU 2016-02, the Company determines if an arrangement is or contains a lease at inception by assessing whether the arrangement contains an identified asset and whether it has the right to control the identified asset. Right-of-use (“ROU”) assets represent the Company's right to use an underlying asset for the lease term and lease liabilities represent the Company's obligation to make lease payments arising from the lease. Lease liabilities are recognized at the lease commencement date based on the present value of future lease payments over the lease term. ROU assets are based on the measurement of the lease liability and also include any lease payments made prior to or on lease commencement and exclude lease incentives and initial direct costs incurred, as applicable.

As the implicit rate in the Company's leases is generally unknown, the Company uses its incremental borrowing rate based on the information available at the lease commencement date in determining the present value of future lease payments. When calculating the Company’s incremental borrowing rates, the Company gives consideration to its credit risk, term of the lease, total lease payments and adjust for the impacts of collateral, as necessary. The lease term used may reflect any option to extend or terminate the lease when it is reasonably certain the Company will exercise such options. Lease expenses for the Company's operating leases are recognized on a straight-line basis over the lease term.

ASU 2016-02 provides a number of optional practical expedients in transitioning to ASU 2016-02. The Company has elected the package of practical expedients to avoid reassessing under ASU 2016-02 prior conclusions about lease identification, lease

classification and initial direct costs. The Company has also elected the practical expedient allowing the use of hindsight in determining the lease term and assessing impairment of right-of-use ROU assets based on all facts and circumstances through the effective date of the new standard. ASU 2016-02 also provides practical expedients for ongoing lease accounting. The Company has elected the recognition exemption for short-term leases for all leases that qualify. Under this exemption, the Company will not recognize ROU assets or lease liabilities for those leases that qualify as a short-term lease (leases with lease terms of 12 months or less), which includes not recognizing ROU assets or lease liabilities for existing short-term leases in transition. The Company also has elected the practical expedient to avoid separating lease and non-lease components for any of its leases within its existing classes of assets.

As of the July 1, 2019 adoption date, the Company recognized operating lease liabilities of $78.8 and right-of-use assets related to operating leases totaling $74.5 as of the adoption date. These are presented as "Current maturities of operating lease liabilities" for a total of $13.1, "Noncurrent operating lease liabilities" for a total of $65.7, and "Operating lease right-of-use assets" for a total of $74.5 on the Company's consolidated balance sheet. No adjustments to the beginning retained earnings balance were required.

On October 1, 2019, the Company adopted early ASU 2017-04, Intangibles – Goodwill and Other (Topic 350) ("ASU 2017-04") as permitted under the standard. The standard simplifies the accounting for goodwill impairment by requiring a goodwill impairment to be measured using a single step impairment model, whereby the impairment equals the difference between the carrying amount and the fair value of the specified reporting units as a whole. This eliminates the second step of the current impairment model that requires a company to first estimate the fair value of all assets in a reporting unit and measure impairments based on those fair values and a residual measurement approach. The standard also specifies that any loss recognized should not exceed the total amount of goodwill allocated to that reporting unit. This ASU was adopted on a prospective basis with no material impact to the Company's consolidated financial statements.

Standards Effective in Future Years and Not Yet Adopted

In June 2016, 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 will be 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 will also be recorded through an allowance for credit losses rather than as a reduction in the amortized cost basis of the securities. ASU 2016-13 is effective for fiscal years beginning after December 31, 2019, including interim periods within those years. Early application of the guidance is permitted for all entities for fiscal years beginning after December 15, 2018, including the interim periods within those fiscal years. Application of the amendments is through a cumulative-effect adjustment to retained earnings as of the effective date. The Company is currently evaluating the impact of ASU 2016-13 on its consolidated financial statements.

(2) REVENUE

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 December 31,					
	2019			2018		
(In millions)	U.S.	RoW	Total	U.S.	RoW	Total
Molecular diagnostic revenues:						
Hereditary Cancer Testing	$ 112.9	$ 4.8	$ 117.7	$ 123.4	$ 3.3	$ 126.7
GeneSight	22.5	—	22.5	24.0	—	24.0
Prenatal	16.3	0.1	16.4	31.2	—	31.2
Vectra	10.3	—	10.3	11.8	—	11.8
Prolaris	6.7	0.1	6.8	6.1	—	6.1
EndoPredict	0.5	2.1	2.6	0.4	1.8	2.2
Other	4.8	—	4.8	0.7	0.3	1.0
Total molecular diagnostic revenue	174.0	7.1	181.1	197.6	5.4	203.0
Pharmaceutical and clinical service revenue	8.3	5.8	14.0	8.2	5.6	13.8
Total revenue	$ 182.3	$ 12.9	$ 195.1	$ 205.8	$ 11.0	$ 216.8

	Six months ended December 31,					
	2019			2018		
(In millions)	U.S.	RoW	Total	U.S.	RoW	Total
Molecular diagnostic revenues:						
Hereditary Cancer Testing	$ 213.5	$ 8.7	$ 222.2	$ 237.0	$ 6.1	$ 243.1
GeneSight	45.2	—	45.2	53.2	—	53.2
Prenatal	39.8	0.1	39.9	49.3	—	49.3
Vectra	21.4	—	21.4	24.8	—	24.8
Prolaris	13.2	0.1	13.3	12.3	—	12.3
EndoPredict	0.9	3.9	4.8	0.7	3.9	4.6
Other	6.2	0.1	6.3	4.4	0.3	4.7
Total molecular diagnostic revenue	340.2	12.9	353.1	381.7	10.3	392.0
Pharmaceutical and clinical service revenue	16.8	11.6	28.3	15.8	11.3	27.1
Total revenue	$ 357.0	$ 24.5	$ 381.4	$ 397.5	$ 21.6	$ 419.1

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. A reconciliation of the beginning and ending balances of deferred revenue is shown in the table below:

	Six months ended December 31,	
	2019	2018
Deferred revenue - beginning balance	$ 2.2	$ 2.6
Revenue recognized	(1.1)	(2.6)
Prepayments	2.5	2.4
Deferred revenue - Ending Balance	$ 3.6	$ 2.4

Myriad Companies generate revenue by performing molecular diagnostic testing and pharmaceutical & clinical services. Revenue from the sale of molecular diagnostic tests and pharmaceutical and clinical services is recorded at the invoiced amount net of any discounts or contractual allowances. 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.

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 December 31, 2019, the aggregate amount of the transaction price of such contracts that is allocated to the remaining performance obligations is $3.1.

The Company provides discounts such as self-pay and volume 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 e.g. sales tax, value added tax etc.

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 vast majority of payments terms have a payback period of less than one year.

During the three and six months ended December 31, 2019, the Company recognized a $3.7 and $6.9 decrease in revenue respectively, which resulted in an ($0.04) and ($0.07) impact to EPS, for tests in which the performance obligation of delivering the tests results was met in prior periods. The changes were 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.

(3) ACQUISITIONS

Acquisition of Counsyl, Inc.

On July 31, 2018, the Company completed the acquisition of Counsyl, Inc. ("Counsyl"), a leading provider of genetic testing and DNA analysis services, pursuant to the Agreement and Plan of Merger (the "Merger Agreement"), dated May 25, 2018. Pursuant to the terms of the Merger Agreement, Myriad Merger Sub, Inc., a newly-created wholly-owned subsidiary of the Company, was merged with and into Counsyl, with Counsyl continuing as the surviving corporation and a wholly-owned subsidiary of Myriad. The Company believes the acquisition allows for greater entry into the high-growth reproductive testing market, with the ability to become a leader in women's health genetic testing.

The Company acquired Counsyl for total consideration of $405.9, consisting of $278.5 in cash, financed in part by the Amendment to the Facility (see Note 8) and 2,994,251 shares of common stock issued, valued at $127.4. The shares were issued and valued as of July 31, 2018 at a per share market closing price of $42.53. To complete the purchase transaction, the Company incurred approximately $6.8 of acquisition costs, which were recorded as selling, general and administrative expenses in the period incurred.

Of the cash consideration, $5.0 was deposited into an escrow account to fund any post-closing adjustments payable to Myriad based upon differences between the estimated working capital and the actual working capital of Counsyl at closing. The working capital was finalized during the quarter ended December 31, 2018 and $1.1 of the escrow was returned to Myriad as a result of a working capital adjustment which reduced total consideration and goodwill.

Consideration transferred was allocated to the tangible and intangible assets acquired and liabilities assumed based on their fair values as of the acquisition date. Management estimated the fair value of tangible and intangible assets and liabilities in accordance with the applicable accounting guidance for business combinations and utilized the services of third-party valuation consultants. The allocation of the consideration transferred was finalized within the measurement period (which was up to one year from the acquisition date).

	Estimated Fair Value
Current assets	$ 42.5
Intangible assets	290.0
Equipment	18.2
Other assets	0.1
Goodwill	99.3
Current liabilities	(19.6)
Long term liabilities	(0.1)
Deferred tax liability	(9.2)
Total fair value purchase price	$ 421.2
Less: Cash acquired	(15.3)
Total consideration transferred	$ 405.9

Identifiable Intangible Assets

Through its acquisition of Counsyl, the Company acquired intangible assets that consisted of developed screening processes with an estimated fair value of $290.0. The fair values of these developed screening processes were estimated using a probability-weighted income approach that discounts expected future cash flows to present value. Under the probability-weighted income approach, the estimated net cash flows from these developed screening processes were discounted using a discount rate of 12.5%, which is based on the estimated internal rate of return for the acquired developed screening processes and represents the rate that market participants may use to value these intangible assets. The Company will amortize these intangible assets on a straight-line basis over their estimated useful lives of 12 years.

Goodwill

The goodwill represents the excess of consideration transferred over the fair value of assets acquired and liabilities assumed from Counsyl and is attributable to the benefits expected from combining the Company's expertise with Counsyl's technology and customer insights and the opportunity to integrate genetic screening into clinical practice with OBGYNs. Changes in goodwill since the Counsyl acquisition to the balance as of December 31, 2019 are shown below:

	Carrying amount
Balance September 30, 2018	$ 94.9
Fair value adjustment to equipment	0.7
Intangible adjustment	2.9
Working capital adjustment	(1.1)
Change in deferred tax liability	1.9
Balance December 31, 2019	$ 99.3

This goodwill is not deductible for income tax purposes.

Pro Forma Information (Unaudited)

The unaudited pro-forma results presented below include the effects of the Counsyl acquisition as if it had been consummated as of July 1, 2017, with adjustments to give effect to pro forma events that are directly attributable to the acquisition, which includes adjustments related to the amortization of acquired intangible assets, interest income and expense, and depreciation.

The unaudited pro forma results do not reflect any operating efficiency or potential cost savings that may result from the consolidation of Counsyl. Accordingly, these unaudited pro forma results are presented for informational purposes only and are not necessarily indicative of what the actual results of operation of the combined company would have been if the acquisition had occurred at the beginning of the period presented, nor are they indicative of future results of operations and are not necessarily indicative of results that might have been achieved had the acquisition been consummated as of July 1, 2017.

	Three months ended December 31,		Six months ended December 31,	
	2019	2018	2019	2018
Revenue	$ 195.1	$ 216.8	$ 381.4	$ 429.3
Income (loss) from operations	(8.8)	6.1	(29.7)	17.6
Net income (loss)	(8.3)	2.6	(28.9)	11.2
Earnings (loss) per share, basic	$ (0.11)	$ 0.04	$ (0.39)	$ 0.15
Earnings (loss) per share, diluted	$ (0.11)	$ 0.03	$ (0.39)	$ 0.15

(4) MARKETABLE INVESTMENT SECURITIES

The Company has classified its marketable 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 December 31, 2019 and June 30, 2019 were as follows:

	Amortized cost	Gross unrealized holding gains	Gross unrealized holding losses	Estimated fair value
At December 31, 2019:				
Cash and cash equivalents:				
Cash	$ 63.2	$ —	$ —	$ 63.2
Cash equivalents	18.0	—	—	$ 18.0
Total cash and cash equivalents	81.2	—	—	81.2
Available-for-sale:				
Corporate bonds and notes	67.2	0.4	—	67.6
Municipal bonds	20.8	0.1	—	20.9
Federal agency issues	4.0	—	—	4.0
US government securities	15.4	0.1	—	15.5
Total	$ 188.6	$ 0.6	$ —	$ 189.2

	Amortized cost	Gross unrealized holding gains	Gross unrealized holding losses	Estimated fair value
At June 30, 2019:				
Cash and cash equivalents:				
Cash	$ 68.7	$ —	$ —	$ 68.7
Cash equivalents	24.5	—	—	24.5
Total cash and cash equivalents	93.2	—	—	93.2
Available-for-sale:				
Corporate bonds and notes	64.0	0.6	—	64.6
Municipal bonds	15.3	—	—	15.3
Federal agency issues	9.0	—	—	9.0
US government securities	9.7	—	—	9.7
Total	$ 191.2	$ 0.6	$ —	$ 191.8

Cash, cash equivalents, and maturities of debt securities classified as available-for-sale securities are as follows at December 31, 2019:

	Amortized cost	Estimated fair value
Cash	$ 63.2	$ 63.2
Cash equivalents	18.0	18.0
Available-for-sale:		
Due within one year	62.6	62.7
Due after one year through five years	44.8	45.3
Due after five years	—	—
Total	$ 188.6	$ 189.2

(5) PROPERTY, PLANT AND EQUIPMENT, NET

	December 31, 2019	June 30, 2019
Land	$ —	$ 2.3
Buildings and improvements	—	18.8
Leasehold improvements	30.8	31.0
Equipment	113.0	117.1
	143.8	169.2
Less accumulated depreciation	(107.3)	(111.9)
Property, plant and equipment, net	$ 36.5	$ 57.3

As of December 31, 2019, $19.5 of the balance of property, plant and equipment has been classified as assets held for sale, see Note 18.

	Three months ended December 31,		Six months ended December 31,	
	2019	2018	2019	2018
Depreciation expense	$ 3.0	$ 2.6	$ 5.9	$ 7.5

(6) GOODWILL AND INTANGIBLE ASSETS

Goodwill

The Company has recorded goodwill of $408.1 from the acquisitions of Counsyl that was completed on July 31, 2018, Assurex that was completed on August 31, 2016, Sividon Diagnostics GmbH ("Sividon") that was completed on May 31, 2016, Privatklinik Dr. Robert Schindlbeck GmbH & Co. KG (the "Clinic") that was completed on February 27, 2015, Crescendo Bioscience, Inc. that was completed on February 28, 2014 and Rules-Based Medicine, Inc. that was completed on May 31, 2011. Of this goodwill, $351.3 relates to the Company's diagnostic segment and $56.8 relates to the other segment. The following summarizes changes to the goodwill balance for the six months ended December 31, 2019:

	Carrying amount
Ending balance June 30, 2019	$ 417.2
Goodwill allocated to assets held for sale	(7.3)
Goodwill impairment charge	(1.3)
Translation adjustments	(0.5)
Ending balance December 31, 2019	$ 408.1

See Note 18 for further discussions regarding goodwill allocated to assets held for sale.

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 December 31, 2019:			
Purchased licenses and technologies	$ 815.2	$ (186.8)	$ 628.4
Customer relationships	4.7	(4.0)	0.7
Trademarks	3.0	(1.3)	1.7
Total amortized intangible assets	822.9	(192.1)	630.8
In-process research and development	22.7	—	22.7
Total unamortized intangible assets	22.7	—	22.7
Total intangible assets	$ 845.6	$ (192.1)	$ 653.5

	Gross Carrying Amount	Accumulated Amortization	Net
At June 30, 2019:			
Purchased licenses and technologies	$ 815.7	$ (156.6)	$ 659.1
Customer relationships	4.6	(3.8)	0.8
Trademarks	3.0	(1.2)	1.8
Total amortized intangible assets	823.3	(161.6)	661.7
In-process research and development	23.0	—	23.0
Total unamortized intangible assets	23.0	—	23.0
Total intangible assets	$ 846.3	$ (161.6)	$ 684.7

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

	Three months ended December 31,		Six months ended December 31,	
	2019	2018	2019	2018
Amortization of intangible assets	$ 15.2	$ 15.4	$ 30.5	$ 28.8

(7) ACCRUED LIABILITIES

	December 31, 2019	June 30, 2019
Employee compensation and benefits	$ 48.9	$ 48.8
Accrued taxes payable	4.0	3.0
Qui tam settlement	—	9.1
Other	8.2	18.0
Total accrued liabilities	$ 61.1	$ 78.9

(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, with the lenders from time to time party thereto. On July 31, 2018, the Company entered into Amendment No. 1 (the "Amended Facility") which effects 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. This was accounted for as a modification pursuant to guidance in ASC 470-50.

Pursuant to the Amended Facility, Myriad 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 current balance of the net long-term debt is $225.1. There are no scheduled principal payments of the Amended Facility prior to its maturity date.

The proceeds of the Amended Facility were used to: (i) refinance in full the obligations under the Facility, (ii) finance the acquisition of Counsyl (See Note 3), (iii) pay fees, commissions, transactions costs and expenses incurred in connection with the foregoing, and (iv) for working capital and other general corporate purposes.

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.

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, complete mergers or consolidations, and/or 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. We were in compliance with all financial covenants at December 31, 2019.

During the six months ended December 31, 2019, the Company made $8.6 in principal repayments.

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:

	December 31, 2019	June 30, 2019
Long-term debt	$ 226.6	$ 235.0
Long-term debt discount	(1.5)	(1.5)
Net long-term debt	$ 225.1	$ 233.5

(9) OTHER LONG-TERM LIABILITIES

	December 31, 2019	June 30, 2019
Pension obligation	—	6.8
Other	—	1.0
Total other long-term liabilities	$ —	$ 7.8

The Company has two non-contributory defined benefit pension plans for certain Clinic employees. Participation in the plans excludes those employees hired after 2002. As of December 31, 2019, the fair value of the plan assets were approximately $9.1, resulting in a net pension liability of $7.1 which is included in the liabilities held for sale caption on the balance sheet. See Note 18 for further discussions regarding liabilities held for sale.

(10) PREFERRED AND COMMON STOCKHOLDER'S 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 December 31, 2019.

The Company is authorized to issue up to 150.0 shares of common stock, par value $0.01 per share. There were 74.5 shares issued and outstanding at December 31, 2019.

Common shares issued and outstanding

	Six months ended December 31, 2019	Year ended June 30, 2019
Beginning common stock issued and outstanding	73.5	70.6
Common stock issued upon exercise of options and employee stock plans	1.0	4.5
Repurchase and retirement of common stock	—	(1.6)
Common stock issued and outstanding at end of period	74.5	73.5

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 December 31,		Six months ended December 31,	
	2019	2018	2019	2018
Denominator:				
Weighted-average shares outstanding used to compute basic EPS	74.4	74.2	74.1	73.6
Effect of dilutive shares	—	2.3	—	3.3
Weighted-average shares outstanding and dilutive securities used to compute diluted EPS	74.4	76.5	74.1	76.9

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 December 31,		Six months ended December 31,	
	2019	2018	2019	2018
Anti-dilutive options and RSU's excluded from EPS computation	0.9	1.1	1.3	0.6

Stock Repurchase Program

In June 2016, the Company's Board of Directors authorized an eighth share repurchase program of $200.0 of the Company's outstanding common stock. The Company plans to repurchase its 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 December 31, 2019, the Company has $110.7 remaining on its current share repurchase authorization.

The Company uses the par value method of accounting for its stock repurchases. As a result of the stock repurchases, the Company reduced common stock and additional paid-in capital and recorded charges to accumulated deficit. The shares retired, aggregate common stock and additional paid-in capital reductions, and related charges to accumulated deficit for the repurchases for three and six months ended December 31, 2019 and 2018 were as follows:

	Three months ended December 31,		Six months ended December 31,	
	2019	2018	2019	2018
Shares purchased and retired	—	1.6	—	1.6
Common stock and additional paid-in-capital reductions	$ —	$ 16.9	$ —	$ 16.9
Charges to retained earnings	$ —	$ 33.1	$ —	$ 33.1

(11) 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. The Tax Act Cuts and Jobs Act reduces the federal corporate tax rate to 21% for the fiscal year ending June 30, 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. 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 December 31, 2019 was $(0.1), or approximately 27.2% of pre-tax income compared to income tax expense of $1.0, or approximately 27.8% of pre-tax income, for the three months ended December 31, 2018. Income tax expense for the three months ended December 31, 2019 is based on the Company's estimated annual effective tax rate for the full fiscal year ending June 30, 2020, adjusted by discrete items recognized during the period. For the three months ended December 31, 2019, the Company's recognized effective tax rate differs from the U.S. federal statutory rate primarily due to the effect of state income taxes, foreign income taxes, and differences related to the tax effect of equity compensation expense and the deduction realized when exercised, released or sold.

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.

(12) SHARE-BASED COMPENSATION

On November 30, 2017, the Company's shareholders approved the adoption of the 2017 Employee, Director and Consultant Equity Incentive Plan (the "2017 Plan"). On December 5, 2019 the shareholders approved an amendment 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 December 31, 2019, the Company may grant additional shares of common stock under the 2017 Plan with respect to the 0.3 options outstanding under our 2003 Plan and 5.2 options and restricted stock units outstanding under our 2010 Plan, that 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 option-by-option basis. 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 issuing restricted stock units ("RSUs") in lieu of stock options. 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 reduced if certain additional performance metrics are not met. Options and RSUs granted to our non-employee directors vest in full upon completion of one year of service on the Board following the date of the grant.

Stock Options

A summary of the stock option activity under the Company's plans for the six months ended December 31, 2019 is as follows:

	Number of shares		Weighted average exercise price
Options outstanding at June 30, 2019	5.5	$	24.45
Options granted	—	$	—
Less:			
Options exercised	(0.4)	$	22.83
Options canceled or expired	(0.2)	$	29.08
Options outstanding at December 31, 2019	4.9	$	24.40
Options exercisable at December 31, 2019	4.9	$	24.40

As of December 31, 2019, there was no unrecognized share-based compensation expense related to stock options.

Restricted Stock Units

A summary of the RSU activity under the Company's plans for the six months ended December 31, 2019 is as follows:

	Number of shares		Weighted average grant date fair value
RSUs outstanding at June 30, 2019	2.4	$	37.70
RSUs granted	1.3	$	29.56
Less:			
RSUs vested	(0.9)	$	35.69
RSUs canceled	(0.2)	$	39.75
RSUs outstanding at December 31, 2019	2.6	$	34.18

As of December 31, 2019, there was $59.0 of total unrecognized share-based compensation expense related to RSUs that will be recognized over a weighted-average period of 2.5 years. This unrecognized compensation expense is equal to the fair value of RSUs expected to vest.

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 December 31, 2019, approximately 0.5 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 income and comprehensive income was allocated as follows:

	Three months ended December 31,		Six months ended December 31,	
	2019	2018	2019	2018
Cost of molecular diagnostic testing	$ 0.3	$ 0.2	$ 0.5	$ 0.3
Cost of pharmaceutical and clinical services	0.1	0.0	0.1	0.1
Research and development expense	1.2	1.1	2.7	2.3
Selling, general, and administrative expense	5.4	6.2	12.5	12.5
Total share-based compensation expense	$ 7.0	$ 7.5	$ 15.8	$ 15.2

(13) 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 of contingent consideration related to the Sividon acquisition as well as the long-term debt were categorized as a level 3 liability, as the measurement amount is based primarily on significant inputs not observable in the market. 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. 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 earn out period 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 $222.9 at December 31, 2019.

During the quarter ended December 31, 2019, there was a triggering event that required the Company to perform an impairment analysis for the Clinic reporting unit. As a result, the Company recognized a $1.3 impairment charge for goodwill allocated to the asset group classified as held for sale. The fair value used to determine the impairment charge, which we consider a Level 3 measurement, based on the expected sale price of the Clinic from a recent purchase offer.

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
December 31, 2019				
Money market funds (a)	$ 12.6	$ —	$ —	$ 12.6
Corporate bonds and notes	—	67.6	—	67.6
Municipal bonds	—	20.9	—	20.9
Federal agency issues	—	4.0	—	4.0
US government securities	—	15.5	—	15.5
Contingent consideration	—	—	(10.3)	(10.3)
Total	$ 12.6	$ 108.0	$ (10.3)	$ 110.3

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

	Level 1	Level 2	Level 3	Total
June 30, 2019				
Money market funds (a)	$ 17.2	$ —	$ —	$ 17.2
Corporate bonds and notes	2.5	64.4	—	66.9
Municipal bonds	—	15.4	—	15.4
Federal agency issues	—	9.0	—	9.0
US government securities	—	9.8	—	9.8
Contingent consideration	—	—	(13.8)	(13.8)
Total	$ 19.7	$ 98.6	$ (13.8)	$ 104.5

(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, 2019	$ 13.8
Payment of contingent consideration	(3.9)
Change in fair value recognized in the income statement	0.6
Translation adjustments recognized in other comprehensive income	(0.2)
Ending balance December 31, 2019	$ 10.3

(14) COMMITMENTS AND CONTINGENCIES

In July 2019, the Company resolved the complaint filed by a qui tam relator in October 2017 in the United States District Court for the District of South Carolina. The complaint was the basis of the Office of Inspector General (OIG) subpoena dated February 2018 regarding Medicare billing practices relating to the Company's hereditary cancer testing from 2014 to 2018. After a 17-month investigation, the Department of Justice declined to intervene in the case. The Company believes it demonstrated that the key allegations made in the complaint were false. In order to avoid a lengthy and distracting litigation with the qui tam relator, the Company entered into a settlement agreement on July 18, 2019 under which the Company would pay $9.1 to the qui tam relator in order to settle the matter. In October 2019, the government approved the settlement agreement in substantially the same form that was executed on July 18, 2019, and both parties re-signed the agreement on October 23, 2019. The court has dismissed the case and, as the Company paid on October 29, 2019 the settlement amount as set forth in the settlement agreement, the matter is now closed. The Company denies any wrongdoing and does not anticipate any material change in its billing practices.

In addition, the Company is subject to various claims and legal proceedings covering matters that arise in the ordinary course of its business activities. As of December 31, 2019, 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.

The Company leases certain office spaces and research and development laboratory facilities, vehicles, and office equipment with remaining lease terms ranging from one to six years. These leases require monthly lease payments that may be subject to annual increases throughout the lease term. Certain of these leases also include renewal options which allows the Company to, at its election, renew or extend the lease for a fixed or indefinite period of time. These optional periods have not been considered in the

determination of the right-of-use-assets or lease liabilities associated with these leases as the Company did not consider it reasonably certain it would exercise the options.

The Company performed evaluations of its contracts and determined each of its identified leases are operating leases. For the six months ended December 31, 2019, the Company incurred $8.9 in lease costs which are included in operating expenses in the consolidated statement of operations in relation to these operating leases. Of such lease costs, $1.2 was variable lease expense and $0.2 was short-term lease expense, and neither of them were included in the measurement of the Company's operating ROU assets and lease liabilities. The variable rent expense is comprised primarily of the Company's proportionate share of operating expenses, property taxes, and insurance and is classified as lease expense due to the Company's election to not separate lease and non-lease components.

As of December 31, 2019, the maturities of the Company’s operating lease liabilities were as follows:

Fiscal year ending:		
2020	$	7.8
2021		14.8
2022		13.5
2023		12.4
2024		12.1
Thereafter		19.3
Total lease payments	$	79.9

As of December 31, 2019, the weighted average remaining lease term is5.7 years and the weighted average discount rate used to determine the operating lease liability was 3.87%.

Disclosures related to periods prior to the adoption of ASU 2016-02

The following table summarizes the future minimum lease payments as of June 30, 2019:

Fiscal year ending:		
2020	$	15.1
2021		14.1
2022		13.1
2023		12.2
2024		11.9
Thereafter		19.1
Total lease payments	$	85.5

(15) EMPLOYEE DEFERRED SAVINGS PLAN

The Company has a deferred savings plan which qualifies under Section 401(k) of the Internal Revenue Code. Substantially all of the Company’s U.S. employees are covered by the plan. The Company makes matching contributions of 50% of each employee’s contribution with the employer’s contribution not to exceed 4% of the employee’s compensation. The Company recorded contributions to the plan as follows:

	Three months ended December 31,		Six months ended December 31,	
	2019	2018	2019	2018
Deferred savings plan contributions	$ 2.1	$ 1.7	$ 4.6	$ 3.7

(16) 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 December 31, 2019			
Revenues	$ 177.6	$ 17.5	$ 195.1
Depreciation and amortization	16.9	1.3	18.2
Segment operating income (loss)	29.9	(38.7)	(8.8)
Three months ended December 31, 2018			
Revenues	$ 203.0	$ 13.8	216.8
Depreciation and amortization	16.7	1.3	18.0
Segment operating income (loss)	28.4	(22.3)	6.1
Six months ended December 31, 2019			
Revenues	$ 347.9	$ 33.5	$ 381.4
Depreciation and amortization	33.7	2.7	36.4
Segment operating income (loss)	47.4	(77.1)	(29.7)
Six months ended December 31, 2018			
Revenues	$ 392.0	$ 27.1	$ 419.1
Depreciation and amortization	33.7	2.6	36.3
Segment operating income (loss)	56.0	(48.7)	7.3

	Three months ended December 31,		Six months ended December 31,	
	2019	2018	2019	2018
Total operating income (loss) for reportable segments	$ (8.8)	$ 6.1	$ (29.7)	$ 7.3
Unallocated amounts:				
Interest income	0.8	0.9	1.7	1.6
Interest expense	(2.5)	(3.4)	(5.4)	(5.6)
Other	(0.9)	—	(0.3)	1.1
Income (loss) from operations before income taxes	(11.4)	3.6	(33.7)	4.4
Income tax provision	(3.1)	1.0	(4.8)	2.6
Net income (loss)	(8.3)	2.6	(28.9)	1.8
Net loss attributable to non-controlling interest	—	—	—	(0.1)
Net income (loss) attributable to Myriad Genetics, Inc. stockholders	$ (8.3)	$ 2.6	$ (28.9)	$ 1.9

(17) SUPPLEMENTAL CASH FLOW INFORMATION

	Six months ended December 31,	
	2019	2018
Cash paid during the period for income taxes	$ —	$ 5.3
Cash paid for interest	5.2	4.4
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	—

(18) HELD FOR SALE

On January 31, 2020, the Company entered into an interest purchase agreement with Landkreis Starnberg to sell the Clinic to Landkreis Starnberg, subject to certain customary closing conditions, including the receipt of all necessary regulatory approvals. The agreement provides for a sale price of $22.4 and is expected to be completed in the quarter ending March 31, 2020. The Company is selling the Clinic as a result of a decision to shift all laboratory developed testing to United States laboratories.

The Clinic is an internal medicine emergency hospital that is considered a specialized hospital for internal medicine and hemodialysis. The sale of the Company's interest in the Clinic, including all assets and liabilities, is expected to close in the third fiscal quarter of 2020 and is classified as current assets held for sale and current liabilities held for sale in the consolidated balance sheet as of December 31, 2019. These net assets are associated with the Company's other segment.

The Company recognized a $1.3 impairment charge for goodwill allocated to the Clinic asset group that is included in selling, general, and administrative expense for the quarter ended December 31, 2019.

The following table provides the components of those assets and liabilities held for sale (in millions):

	December 31, 2019
Current assets	$ 6.1
Property, plant and equipment, net	19.5
Goodwill	7.3
Total assets held for sale	$ 32.9
Current liabilities	$ 2.8
Other long-term liabilities	7.7
Total liabilities held for sale	$ 10.5

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

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 genetic 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 December 31, 2019, we reported total revenues of $195.1 million and net loss of $8.3 million that included income tax benefit of $(3.1) million resulting in $(0.11) diluted earnings per share. During the six months ended December 31, 2019, we reported total revenues of $381.4 million and net loss of $28.9 million that included income tax benefit of $(4.8) million resulting in $(0.39) diluted earnings 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 Highlights

During the quarter ended December 31, 2019, Myriad grew hereditary cancer revenue at a single-digit rate on a year-over-year basis. Additionally, the Company presented data at the San Antonio Breast Cancer Symposium on the ability of its riskScore test to modify cancer risk assessments for women with breast cancer who test positive for a genetic mutation.

With GeneSight, the Company announced coverage decisions from additional self-funded insurance plans bringing the total to six. The Company alsopublished the precision medicine analysis of the GUIDED study in the *Journal of Clinical Psychiatry.* The study evaluated 787 patients at baseline who were on medications with known gene drug interactions. The analysis showed that patients who had their treatment guided by GeneSight saw a 70 percent improvement in remission, 42 percent improvement in response, and a 23 percent improvement in symptoms, all of which were statistically significant. Additionally, the Company published a new analysis of the GUIDED clinical trial using the 6-item Hamilton Depression Rating Scale (HAM-D6) in *BMC Psychiatry*. The key finding of the study was that there was a statistically significant improvement in all three clinical endpoints of remission, response and symptoms between GeneSight®-guided care and treatment-as-usual at Week 8 using the HAM-D6 scale.

Myriad published two new studies with its Prequel non-invasive prenatal screening test. The first studywas published in *Prenatal Diagnosis* demonstrating that Prequel® is the only non-invasive prenatal screening (NIPS) test that outperforms traditional measures of aneuploidy detection across all classes of obesity. The second study was a 58,000 patient study published in *Ultrasound in Obstetrics and Gynecology* showing Prequel is more sensitive than other technologies in low fetal fraction samples with an industry leading 1 in 1,000 no call rate.

Myriad's Prolaris test received a positive coverage decision from Wellmark Blue Cross and Blue Shield.

Myriad achieved several milestones with its companion diagnostic products. First, the Company submitted an application to the U.S. Food and Drug Administration (FDA) to authorize BRACAnalysis® CDx as a companion diagnostic test for Lynparza® in metastatic, castrate-resistant, prostate cancer patients with germline *BRCA* mutations. Secondly, the Company received FDA approval for BRACAnalysis CDx as a companion diagnostic test for patients with metastatic pancreatic cancer seeking treatment with Lynparza®. With myChoice HRD, the Company received FDA approval as a companion diagnostic in ovarian cancer patients being considered for niraparib PARP inhibitor therapy in accordance with the approved label and received application for Advanced Diagnostic Laboratory Test status for myChoice CDx with an initial price of $4,040. Finally, the Company received regulatory approval from Japan's Ministry of Health, Labour and Welfare for the BRACAnalysis® Diagnostic System to help physicians determine which women with breast cancer have Hereditary Breast and Ovarian Cancer (HBOC) syndrome and qualify for additional medical management.

Results of Operations for the Three Months Ended December 31, 2019 and 2018

Revenue

(In millions)	Three months ended December 31, 2019	2018	Change
Revenue	$ 195.1	$ 216.8	$ (21.7)

The decrease in revenue was primarily due to a reduction of $9.0 million in Hereditary Cancer Testing revenue due to reduced reimbursement and a reduction of $14.8 million in Prenatal revenue due to reduced reimbursement, including changes in estimates for tests in which the performance obligation of delivering the test results was met in prior periods.

The following table presents additional detail regarding the composition of our total revenue for the three months ended December 31, 2019 and 2018:

(In millions)	Three months ended December 31, 2019	2018	$ Change	% of Total Revenue 2019	2018
Molecular diagnostic revenues:					
Hereditary Cancer Testing	$ 117.7	$ 126.7	$ (9.0)	60%	59%
GeneSight	22.5	24.0	(1.5)	12%	11%
Prenatal	16.4	31.2	(14.8)	8%	14%
Vectra	10.3	11.8	(1.5)	5%	6%
Prolaris	6.8	6.1	0.7	4%	3%
EndoPredict	2.6	2.2	0.4	1%	1%
Other	4.8	1.0	3.8	3%	0%
Total molecular diagnostic revenue	181.1	203.0	(21.9)		
Pharmaceutical and clinical service revenue	14.0	13.8	0.2	7%	6%
Total revenue	$ 195.1	$ 216.8	$ (21.7)	100%	100%

Cost of Sales

(In millions)	Three months ended December 31, 2019	2018	Change
Cost of sales	$ 49.6	$ 52.1	$ (2.5)
Cost of sales as a % of sales	25.4%	24.0%	

Cost of sales as a percentage of revenue increased from 24.0% to 25.4% during the three months ended December 31, 2019 compared to the same period in the prior year. The increase was primarily driven by reduction of reimbursement related to Hereditary Cancer and Prenatal, partially offset by the implementation of efficiency programs in our DNA, RNA, and protein based laboratories.

Research and Development Expenses

(In millions)	Three months ended December 31, 2019	2018	Change
R&D expense	$ 18.8	$ 22.4	$ (3.6)
R&D expense as a % of sales	9.6%	10.3%	

Research and development expense for the three months ended December 31, 2019 decreased compared to the same period in the prior year primarily related to synergies recognized as part of the integration of the Counsyl business.

Change in the Fair Value of Contingent Consideration

	Three months ended December 31,		
(In millions)	2019	2018	Change
Change in the fair value of contingent consideration	$ (0.1)	$ 1.0	$ (1.1)
Change in the fair value of contingent consideration as a % of sales	(0.1)%	0.5%	

The fair value of contingent consideration for the three months ended December 31, 2019 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

	Three months ended December 31,		
(In millions)	2019	2018	Change
SG&A expense	$ 135.6	$ 135.2	$ 0.4
SG&A expense as a % of sales	69.5%	62.4%	

Selling, general and administrative expense increased slightly for the three months ended December 31, 2019 compared to the same period in the prior year primarily related to increased legal fees and impairment of goodwill. These were partially offset by reduction in costs related to synergies recognized relating to the integration of the Counsyl business.

Other Income (Expense)

	Three months ended December 31,		
(In millions)	2019	2018	Change
Other income (expense)	$ (2.6)	$ (2.5)	$ (0.1)

Other income expense remained flat for the three months ended December 31, 2019 compared to the same period in the prior year, due to increased unrealized losses in the current quarter offset by decreased interest expense.

Income Tax Expense

	Three months ended December 31,		
(In millions)	2019	2018	Change
Income tax expense (benefit)	$ (3.1)	$ 1.0	$ (4.1)
Effective tax rate	27.2%	27.8%	

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 December 31, 2019 is $(3.1) million, and our effective tax rate was 27.2%. The decrease in the effective rate for the three months ended December 31, 2019 as compared to the same period in prior year is due to state income taxes, foreign income taxes, and the differences related to the tax effect of equity compensation expense and the deduction realized when exercised, released or sold.

Results of Operations for the six months ended December 31, 2019 and 2018

	Six months ended December 31,		
(In millions)	2019	2018	Change
Revenue	$ 381.4	$ 419.1	$ (37.7)

The decrease in revenue was primarily due to a reduction of $20.9 million in Hereditary Cancer Testing revenue due to reduced reimbursement, including changes in estimates for tests in which the performance obligation of delivering the test results was met in

prior periods, a reduction of $9.4 million in Prenatal revenue due to reduction in average selling price, including changes in estimates for tests in which the performance obligation of delivering the test results was met in prior periods and a reduction of $8.0 million in GeneSight revenue due to reduced volumes.

The following table presents additional detail regarding the composition of our total revenue for the six months ended December 31, 2019 and 2018:

	Six months ended December 31,		$	% of Total Revenue	
(In millions)	2019	2018	Change	2019	2018
Molecular diagnostic revenues:					
Hereditary Cancer Testing	$ 222.2	$ 243.1	$ (20.9)	58%	58%
GeneSight	45.2	53.2	(8.0)	12%	13%
Prenatal	39.9	49.3	(9.4)	10%	12%
Vectra	21.4	24.8	(3.4)	6%	6%
Prolaris	13.3	12.3	1.0	4%	3%
EndoPredict	4.8	4.6	0.2	1%	1%
Other	6.3	4.7	1.6	2%	1%
Total molecular diagnostic revenue	353.1	392.0	(38.9)		
Pharmaceutical and clinical service revenue	28.3	27.1	1.2	7%	6%
Total revenue	$ 381.4	$ 419.1	$ (37.7)	100%	100%

Cost of Sales

	Six months ended December 31,		
(In millions)	2019	2018	Change
Cost of sales	$ 99.3	$ 101.8	$ (2.5)
Cost of sales as a % of sales	26.0%	24.3%	

Cost of sales as a percentage of revenue increased from 24.3% to 26.0% during the six months ended December 31, 2019 compared to the same period in the prior year. The increase was primarily driven by lower gross margins associated with the Counsyl business and reduction of reimbursement related to Hereditary Cancer and Prenatal, partially offset by the implementation of efficiency programs in our DNA, RNA, and protein based laboratories.

Research and Development Expenses

	Six months ended December 31,		
(In millions)	2019	2018	Change
R&D expense	$ 40.1	$ 43.5	$ (3.4)
R&D expense as a % of sales	10.5%	10.4%	

Research and development expense for the six months ended December 31, 2019 decreased compared to the same period in the prior year due to synergies recognized as part of the integration of the Counsyl business partially offset by an additional month of Counsyl business expenses included in the current year.

Change in the Fair Value of Contingent Consideration

	Six months ended December 31,		
(In millions)	2019	2018	Change
Change in the fair value of contingent consideration	$ 0.6	$ 1.4	$ (0.8)
Change in the fair value of contingent consideration as a % of sales	0.2%	0.3%	

The fair value of contingent consideration for the six months ended December 31, 2019 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

	Six months ended December 31,		
(In millions)	2019	2018	Change
SG&A expense	$ 271.1	$ 265.1	$ 6.0
SG&A expense as a % of sales	71.1%	63.3%	

Selling, general and administrative expense increased for the six months ended December 31, 2019 compared to the same period in the prior year primarily related to Counsyl being included for a full six months during the six months ended December 31, 2019 compared to only a portion the six months ended December 31, 2019, as well as increased legal fees and impairment of goodwill in the current year. These increases were partially offset by reduction in costs related to synergies recognized relating to the integration of the Counsyl business.

Other Income (Expense)

	Six months ended December 31,		
(In millions)	2019	2018	Change
Other income (expense)	$ (4.0)	$ (2.9)	$ (1.1)

For the six months ended December 31, 2019 compared to the same period in the prior year, the change in other income expense was primarily driven by a lower gains on dispositions and higher unrealized losses in the current year.

Income Tax Expense

	Six months ended December 31,		
(In millions)	2019	2018	Change
Income tax expense (benefit)	$ (4.8)	$ 2.6	$ (7.4)
Effective tax rate	14.2%	59.1%	

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 six months ended December 31, 2019 is $(4.8) million and our effective tax rate was 14.2%. The decrease in the effective rate for the six months ended December 31, 2019 as compared to the same period in prior year is due to state income taxes, foreign income taxes, and the differences related to the tax effect of equity compensation expense and the deduction realized when exercised, released or sold.

Liquidity and Capital Resources

We believe that our existing capital resources and the cash to be generated from future sales will be sufficient to meet our projected operating requirements, including contingent consideration and repayment of the outstanding Facility, which matures on July 31, 2023, for the foreseeable future. There are no scheduled principal payments of the Facility prior to its maturity date; however, our available capital resources 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. 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 would be adversely affected.

Our capital deployment strategy focuses on use of resources in three key areas: research and development, acquisitions and the repurchase of our common stock. We believe that research and development provides the best return on invested capital. We also allocate capital for acquisitions that support our business strategy and share repurchases based on business and market conditions.

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

(In millions)	December 31, 2019	June 30, 2019	Change
Cash and cash equivalents	$ 81.2	$ 93.2	$ (12.0)
Marketable investment securities	60.4	43.7	16.7
Long-term marketable investment securities	47.6	54.9	(7.3)
Cash, cash equivalents and marketable investment securities	$ 189.2	$ 191.8	$ (2.6)

The decrease in cash and cash equivalents was primarily driven by the repayment of principle on the Amended Facility of $8.6 million, and the payment of contingent consideration of $3.9 million related to Sividon. This is partially offset by $13.9 million in cash provided by operations.

The following table represents the condensed consolidated cash flow statement:

	Six months ended December 31,		
(In millions)	2019	2018	Change
Cash flows from operating activities	$ 13.9	45.6	$ (31.7)
Cash flows from investing activities	(14.3)	(287.1)	272.8
Cash flows from financing activities	(11.2)	219.5	(230.7)
Change in cash and cash equivalents classified as held for sale	(1.5)	—	(1.5)
Effect of foreign exchange rates on cash and cash equivalents	1.1	1.7	(0.6)
Net increase (decrease) in cash and cash equivalents	(12.0)	(20.3)	8.3
Cash and cash equivalents at the beginning of the year	93.2	110.9	(17.7)
Cash and cash equivalents at the end of the period	$ 81.2	$ 90.6	$ (9.4)

Cash Flows from Operating Activities

The decrease in cash flows from operating activities for the six months ended December 31, 2019, compared to the same period in the prior year, was primarily due a $28.7 million decrease in net income (loss) excluding contingent consideration.

Cash Flows from Investing Activities

For the six months ended December 31, 2019, compared to the same period in the prior year, the decrease in cash used in investing activities was driven primarily by the $278.5 million used for the acquisition of Counsyl that occurred during the same period in the prior year. This was partially offset by a $5.0 million increase in net purchases of marketable investment securities.

Cash Flows from Financing Activities

For the six months ended December 31, 2019, compared to the same period in the prior year, the decrease in cash flows from financing activities was driven primarily by the $265.0 million in net proceeds from the revolving credit facility, offset by the use of $50.0 million for the purchase and retirement of common stock, that occurred during the same period in the prior year but did not occur during the six months ended December 31, 2019, as well as $8.6 million in cash used for repayment of the credit facility and $3.9 million in payment of contingent consideration in the current year.

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

In June 2016, our Board of Directors authorized an eighth share repurchase program of $200.0 million of our outstanding common stock. We plan to 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 December 31, 2019, we have $110.7 million remaining on 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. During the first quarter of fiscal 2019, we adopted new accounting guidance related to lease accounting, which is described above at "Recent Accounting Pronouncements." There have been no other significant changes to our accounting policies 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, 2019.

Certain Factors That May Affect Future Results of Operations

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," "potential," "could," "would," "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: 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 transition from our existing product portfolio to our new tests; risks related to changes in the 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 our 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, including but not limited to our acquisition of Counsyl, Assurex, Crescendo, Sividon and the Clinic; 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 decision in the lawsuit brought against us by the Association for Molecular Pathology et al; 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 creditor 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, 2019, 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 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.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

There have been no material changes in our market risk during the six months ended December 31, 2019 compared to the disclosures in Part II, Item 7A of our Annual Report on Form 10-K for the fiscal year ended June 30, 2019, 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

During the six months ended December 31, 2019, we implemented changes to our processes in response to the adoption of Accounting Standards Update No. 2016-02 “Lease (Topic 842)” that became effective July 1, 2019. The operating effectiveness of these changes will be evaluated as part of our annual assessment of the effectiveness of internal controls over financial reporting.

Other than described above, there were no changes in our internal control over financial reporting that occurred during the six months ended December 31, 2019 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

Investigations of the Department of Health and Human Services, Office of Inspector General

In July 2019, we resolved the complaint filed by a qui tam relator in October 2017 in the United States District Court for the District of South Carolina. The complaint was the basis of the Office of Inspector General (OIG) subpoena dated February 2018 regarding Medicare billing practices relating to the Company's hereditary cancer testing from 2014 to 2018. After a 17-month investigation, the Department of Justice declined to intervene in the case. The Company believes it demonstrated that the key allegations made in the complaint were false. In order to avoid a lengthy and distracting litigation with the qui tam relator, we entered into a settlement agreement on July 18, 2019 under which we would pay $9.1 million to the qui tam relator in order to settle the matter. In October 2019, the government approved the settlement agreement in substantially the same form that was executed on July 18, 2019, and both parties re-signed the agreement on October 23, 2019. The court has dismissed the case and, as the Company paid on October 29, 2019 the settlement amount as set forth in the settlement agreement, the matter is now closed. The Company denies any wrongdoing and does not anticipate any material change in billing practices.

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 has provided to the Office of Inspector General the documents requested and continues to cooperate with any follow-up requests. We are unable to predict what action, if any, might be taken in the future by the Office of Inspector General or any other regulatory authority as a result of the matters related to this investigation. No claims have been made against CBI. 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.

Purported Securities Class Action Claims

On September 27, 2019, a purported class action complaint in the United States District Court for the District of Utah, against the Company, its President and Chief Executive Officer, Mark C. Capone, and its Executive Vice President and Chief Financial Officer, R. Bryan Riggsbee ("Defendants"). 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 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, Assurex Health, Inc. 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. We intend 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

There have been no material changes to the risk factors included in our Annual Report on Form 10-K for the fiscal year ended June 30, 2019.

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

Issuer Purchases of Equity Securities

In June 2016, we announced that our Board of Directors had authorized us to repurchase an additional $200.0 million of our outstanding common stock increasing the cumulative share repurchase authorization since we first authorized the program in May 2010 to $1.4 billion. In connection with our most recent stock repurchase authorization, we have been 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. As of the date of this report, the Company has used $50.0 million to repurchase shares of the Company's stock as part of an accelerated share repurchase under our most recent stock repurchase program. The repurchase program may be suspended or discontinued at any time without prior notice. The transactions effectuated to date occurred in open market purchases.

The details of the activity under our stock repurchase programs during the three months ended December 31, 2019, are as follows:

Period	(a) Total Number of Shares Purchased	(b) Average Price Paid per Share	(c) Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	(d) Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs
October 1, 2019 to October 31, 2019	—	$ —	—	110.7
November 1, 2019 to November 30, 2019	—	$ —	—	110.7
December 1, 2019 to December 31, 2019	—	$ —	—	110.7
Total	—		—	110.7

Item 3. Defaults Upon Senior Securities.

None.

Item 4. Mine Safety Disclosures.

None.

Item 5. Other Information.

On February 3, 2020, the Board of Directors of the Company approved an amended form of executive retention agreement (the "Executive Retention Agreement") and entered into an amended and restated Executive Retention Agreement with each of the Company's executive officers. The amended form of Executive Retention Agreement conforms to the Company's previous proxy disclosures that the accelerated vesting of equity compensation upon a Change in Control (as defined in the agreement) shall extend to all equity compensation issued to the executive officer, including options and restricted stock units. In addition, the amended form of Executive Retention Agreement eliminates a provision that provided that if an executive officer terminated his employment for no reason during the 90-day period beginning on the first anniversary of a Change in Control, then the termination would be deemed to be a termination for Good Reason (as defined in the agreement, and except that the payment of an amount equal to three times the executive's highest annual base salary and bonus would have been reduced by one-half).

The foregoing summary of the amended form of Executive Retention Agreement does not purport to be complete and is qualified in its entirety by reference to such agreement, a copy of which is filed as Exhibit 10.1 to this Quarterly Report on Form 10-Q and is incorporated by reference in this Item 5.

Item 6. Exhibits.

10.1	Form of Executive Retention Agreement+@
31.1	Certification 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 December 31, 2019, has been formatted in Inline XBRL.

(+) Management contract or compensatory plan arrangement.

(@) The agreements with all executives are identical except for the executive who is a party to the agreement and the date of execution, which are listed at the end of the exhibit.

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: February 6, 2020

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

Exhibit 10.1

MYRIAD GENETICS, INC.

Executive Retention Agreement

THIS EXECUTIVE RETENTION AGREEMENT (this "Agreement"), by and between Myriad Genetics, Inc., a Delaware corporation (the "Company"), and _____ (the "Executive"), is made as of _____, (the "Effective Date").

WHEREAS, the Company recognizes that, as is the case with many publicly-held corporations, the possibility of a change in control of the Company exists and that such possibility, and the uncertainty and questions which it may raise among key personnel, may result in the departure or distraction of key personnel to the detriment of the Company and its stockholders, and

WHEREAS, the Board of Directors of the Company (the "Board") has determined that appropriate steps should be taken to reinforce and encourage the continued employment and dedication of the Company's key personnel without distraction from the possibility of a change in control of the Company and related events and circumstances.

NOW, THEREFORE, as an inducement for and in consideration of the Executive remaining in its employ, the Company agrees that the Executive shall receive the benefits set forth in this Agreement, including without limitation, those benefits in the event the Executive's employment with the Company is terminated under the circumstances described below subsequent to a Change in Control (as defined in Section 1.1).

1.Key Definitions.

As used herein, the following terms shall have the following respective meanings:

1.1"Change in Control" means an event or occurrence set forth in any one or more of subsections (a) through (d) below (including an event or occurrence that constitutes a Change in Control under one of such subsections but is specifically exempted from another such subsection):

(a)the acquisition by an individual, entity or group (within the meaning of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") of beneficial ownership of any capital stock of the Company if, after such acquisition, such Person beneficially owns (within the meaning of Rule 13d-3 promulgated under the Exchange Act) 20% or more of either (i) the then-outstanding shares of common stock of the Company (the "Outstanding Company Common Stock") or (ii) the combined voting power of the then-outstanding securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); provided, however, that for purposes of this subsection (a), the following acquisitions shall not constitute a Change in Control: (i) any acquisition directly from the Company (excluding an acquisition pursuant to the exercise, conversion or exchange of any security exercisable for, convertible into or exchangeable for common stock or voting securities of the Company, unless the Person exercising, converting or exchanging such security acquired such security directly from the Company or an underwriter or agent of the Company), (ii) any acquisition by the Company, or (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company; or

(b)such time as the Continuing Directors (as defined below) do not constitute a majority of the Board (or, if applicable, the Board of Directors of a successor corporation to the Company), where the term "Continuing Director" means at any date a member of the Board (i) who was a member of the Board on the date of the execution of this Agreement or (ii) who was nominated or elected subsequent to such date by at least a majority of the directors who were Continuing Directors at the time of such nomination or election or whose election to the Board was recommended or endorsed by at least a majority of the directors who were Continuing Directors at the time of such nomination or election; provided, however, that there shall be excluded from this clause (ii) any individual whose initial assumption of office occurred 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; or

(c)the consummation of a merger, consolidation, reorganization, recapitalization or share exchange involving the Company or a sale or other disposition of all or substantially all of the assets of the Company in one or a series of transactions (a "Business Combination"), unless, immediately following such Business Combination, the following condition is satisfied: all or substantially all of the individuals and entities who were the beneficial owners of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding shares of common stock and the combined voting power of the then-outstanding securities entitled to vote generally in the election of directors, respectively, of the resulting or acquiring corporation in such Business Combination (which shall include, without limitation, a corporation which as a result of such transaction owns the Company or substantially all of the Company's assets either directly or through one or more subsidiaries) (such resulting or acquiring corporation is referred to herein as the "Acquiring Corporation") in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, respectively; or

(d)approval by the stockholders of the Company of a complete liquidation or dissolution of the Company.

1.2"Change in Control Date" means the first date during the Term (as defined in Section 2) on which a Change in Control occurs. Anything in this Agreement to the contrary notwithstanding, if (a) a Change in Control occurs, (b) the Executive's employment with the Company is terminated prior to the date on which the Change in Control occurs, and (c) it is reasonably demonstrated by the Executive that such termination of employment (i) was at the request of a third party who has taken steps reasonably calculated to effect a Change in Control or (ii) otherwise arose in connection with or in anticipation of a Change in Control, then for all purposes of this Agreement the "Change in Control Date" shall mean the date immediately prior to the date of such termination of employment.

1.3"Cause" means:

(a)the Executive's willful and continued failure to substantially perform his or her reasonable assigned duties (other than any such failure resulting from incapacity due to physical or mental illness or any failure after the Executive gives notice of termination for Good Reason), which failure is not cured within 30 days after a written demand for substantial performance is received by the Executive from the Board of Directors of the Company which specifically identifies the manner in which the Board of Directors believes the Executive has not substantially performed the Executive's duties; or

(b)the Executive's willful engagement in illegal conduct or gross misconduct which is materially and demonstrably injurious to the Company.

For purposes of this Section 1.3, no act or failure to act by the Executive shall be considered "willful" unless it is done, or omitted to be done, in bad faith and without reasonable belief that the Executive's action or omission was in the best interests of the Company.

1.4"Good Reason" means the occurrence, without the Executive's written consent, of any of the events or circumstances set forth in clauses (a) through (f) below.

(a)the assignment to the Executive of duties inconsistent in any material respect with the Executive's position (including status, offices, titles and reporting requirements), authority or responsibilities in effect immediately prior to the earliest to occur of (i) the Change in Control Date, (ii) the date of the execution by the Company of the initial written agreement or instrument providing for the Change in Control or (iii) the date of the adoption by the Board of Directors of a resolution providing for the Change in Control (with the earliest to occur of such dates referred to herein as the "Measurement Date"), or any other action or omission by the Company which results in a material diminution in such position, authority or responsibilities;

(b)a material reduction in the Executive's annual base salary as in effect on the Measurement Date;

(c)the failure by the Company to (i) continue in effect any material compensation, pension, retirement or benefit plan or program (including without limitation any 401(k), life insurance, medical, health and accident or disability plan and any vacation program or policy) (a "Benefit Plan") in which the Executive participates or which is applicable to the Executive immediately prior to the Measurement Date, unless an equitable arrangement (embodied in an ongoing substitute or alternative plan) has been made with respect to such plan or program, (ii) continue the Executive's participation therein (or in such substitute or alternative plan) on a basis not materially less favorable, both in terms of the amount of benefits provided and the level of the Executive's participation relative to other participants, than the basis existing immediately prior to the Measurement Date or (iii) award cash bonuses to the Executive in amounts and in a manner substantially consistent with past practice;

(d)a change by the Company in the location at which the Executive performs his or her principal duties for the Company to a new location that is both (i) outside a radius of 50 miles from the Executive's principal residence immediately prior to the Measurement Date and (ii) more than 50 miles from the location at which the Executive performed his or her principal duties for the Company immediately prior to the Measurement Date; or a requirement by the Company that the Executive travel on Company business to a substantially greater extent than required immediately prior to the Measurement Date;

(e)the failure of the Company to obtain the agreement from any successor to the Company to assume and agree to perform this Agreement, as required by Section 7.1; or

(f)any failure of the Company to pay or provide to the Executive any portion of the Executive's compensation or benefits due under any Benefit Plan within seven days of the date such compensation or benefits are due, or any material breach by the Company of this Agreement or any employment agreement with the Executive.

The Executive's right to terminate his or her employment for Good Reason shall not be affected by his or her incapacity due to physical or mental illness.

1.5"Disability" means the Executive's absence from the full-time performance of the Executive's duties with the Company for 180 consecutive calendar days as a result of incapacity due to mental or physical illness which is determined to be total and permanent by a physician selected by the Company or its insurers and acceptable to the Executive or the Executive's legal representative.

2.Term of Agreement. This Agreement, and all rights and obligations of the parties hereunder, shall take effect upon the Effective Date and shall expire upon the first to occur of (a) the expiration of the Term (as defined below) if a Change in Control has not occurred during the Term, (b) the date 24 months after the Change in Control Date, if the Executive is still employed by the Company as of such later date, or (c) the fulfillment by the Company of all of its obligations under this Agreement if the Executive's employment with the Company terminates within 24 months following the Change in Control Date. "Term" shall mean the period commencing as of the Effective Date and continuing in effect through the December 31 immediately following the Effective Date; provided, however, that commencing on the January 1 immediately following the Effective Date and each January 1 thereafter, the Term shall be automatically extended for one additional year unless, not later than 90 days prior to the scheduled expiration of the Term (or any extension thereof), the Company shall have given the Executive written notice that the Term will not be extended.

3.Employment Status; Termination Following Change in Control

3.1Not an Employment Contract. The Executive acknowledges that this Agreement does not constitute a contract of employment or impose on the Company any obligation to retain the Executive as an employee and that this Agreement does not prevent the Executive from terminating employment at any time. If the Executive's employment with the Company terminates for any reason and subsequently a Change in Control shall occur, the Executive shall not be entitled to any benefits hereunder except as otherwise provided pursuant to Section 1.2.

3.2Termination of Employment.

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(a)If the Change in Control Date occurs during the Term, any termination of the Executive's employment by the Company or by the Executive within 24 months following the Change in Control Date (other than due to the death of the Executive) shall be communicated by a written notice to the other party hereto (the "Notice of Termination"), given in accordance with Section 8. Any Notice of Termination shall: (i) indicate the specific termination provision (if any) of this Agreement relied upon by the party giving such notice, (ii) to the extent applicable, set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated and (iii) specify the Date of Termination (as defined below). The effective date of an employment termination (the "Date of Termination") shall be the close of business on the date specified in the Notice of Termination (which date may not be less than 15 days or more than 120 days after the date of delivery of such Notice of Termination) in the case of a termination other than one due to the Executive's death. In the case of the Executive's death, the Date of Termination shall be the date of the Executive's death. In the event the Company fails to satisfy the requirements of Section 3.2(a) regarding a Notice of Termination, the purported termination of the Executive's employment pursuant to such Notice of Termination shall not be effective for purposes of this Agreement.

(b)The failure by the Executive or the Company to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of Good Reason or Cause shall not waive any right of the Executive or the Company, respectively, hereunder or preclude the Executive or the Company, respectively, from asserting any such fact or circumstance in enforcing the Executive's or the Company's rights hereunder.

(c)Any Notice of Termination for Cause given by the Company must be given within 90 days of the occurrence (or if later, the discovery) of the event(s) or circumstance(s) which constitute(s) Cause. Prior to any Notice of Termination for Cause being given (and prior to any termination for Cause being effective), the Executive shall be entitled to a hearing before the Board of Directors of the Company at which he or she may, at his or her election, be represented by counsel and at which he or she shall have a reasonable opportunity to be heard. Such hearing shall be held on not less than 15 days prior written notice to the Executive stating the Board of Directors' intention to terminate the Executive for Cause and stating in detail the particular event(s) or circumstance(s) which the Board of Directors believes constitutes Cause for termination.

(d)Any Notice of Termination for Good Reason given by the Executive must be given within 90 days of the occurrence of the event(s) or circumstance(s) which constitute(s) Good Reason.

4.Benefits to Executive.

4.1Benefits. If a Change in Control Date occurs during the Term and the Executive's employment with the Company terminates within 24 months following the Change in Control Date, the Executive shall be entitled to the following benefits:

(a)Termination Without Cause or for Good Reason. If the Executive's employment with the Company is terminated by the Company (other than for Cause, Disability or Death) or by the Executive for Good Reason within 24 months following the Change in Control Date, then the Executive shall be entitled to the following benefits:

(i)the Company shall pay to the Executive the following amounts:

(1)in a lump sum, in cash, within 30 days after the Date of Termination, the sum of (A) the Executive's base salary through the Date of Termination, (B) a pro rata current year bonus amount (calculated by dividing the number of full and partial months of the current fiscal year in which the Executive is employed through the Date of Termination by 12, and multiplying this fraction by the highest annual bonus payment amount paid to Executive in the preceding three years), and (C) any accrued vacation pay, in each case to the extent not previously paid (the sum of the amounts described in clauses (A), (B), and (C) shall be hereinafter referred to as the "Accrued Obligations"); and

(2)in a lump sum, in cash, within 30 days after the Date of Termination, the sum of (A) three times the Executive's highest annual base salary at the Company during the three-year period prior to the Change in Control Date and (B) three times the Executive's highest annual bonus amount at the Company during the three-year period prior to the Change in Control Date;

(ii)for 36 months after the Date of Termination, or such longer period as may be provided by the terms of the appropriate plan, program, practice or policy, each month the Company shall continue to provide benefits to the Executive and the Executive's family at least equal to those which would have been provided to them if the Executive's employment had not been terminated, in accordance with the applicable Benefit Plans in effect on the Measurement Date or, if more favorable to the Executive and his or her family, in effect generally at any time thereafter with respect to other peer executives of the Company and its affiliated companies; provided, however, that if the Executive becomes reemployed with another employer and is eligible to receive a particular type of benefits (e.g., health insurance benefits) from such employer on terms at least as favorable to the Executive and his or her family as those being provided by the Company, then the Company shall no longer be required to provide those particular benefits to the Executive and his or her family; and

(iii)to the extent not previously paid or provided, the Company shall timely pay or provide to the Executive any other amounts or benefits required to be paid or provided or which the Executive is eligible to receive following the Executive's termination of employment under any plan, program, policy, practice, contract or agreement of the Company and its affiliated companies (such other amounts and benefits shall be hereinafter referred to as the "Other Benefits").

(b)Resignation without Good Reason; Termination for Death or Disability. If the Executive voluntarily terminates his or her employment with the Company within 24 months following the Change in Control Date, excluding a termination for Good Reason, or if the Executive's employment with the Company is terminated by reason of the Executive's death or Disability within 24 months following the Change in Control Date, then the Company shall (i) pay the Executive (or his or her estate, if applicable), in a lump sum in cash within 30 days after the Date of Termination, the Accrued Obligations and (ii) timely pay or provide to the Executive the Other Benefits.

(c)Termination for Cause. If the Company terminates the Executive's employment with the Company for Cause within 24 months following the Change in Control Date, then the Company shall only pay the Executive such amounts, and provide such benefits, as is required by law.

4.2Vesting of Equity Compensation. Upon the occurrence of a Change in Control, the Company shall cause any and all equity compensation, including but not limited to stock options and restricted stock units, issued to Executive pursuant to the Company's equity incentive plans and which are outstanding and unvested immediately prior to the Change in Control Date, to become fully vested and exercisable as of the Change in Control Date.

4.3 Mitigation. The Executive shall not be required to mitigate the amount of any payment or benefits provided for in this Section 4 by seeking other employment or otherwise. Further, the amount of any payment or benefits provided for in this Section 4 shall not be reduced by any compensation earned by the Executive as a result of employment by another employer, by retirement benefits, by offset against any amount claimed to be owed by the Executive to the Company or otherwise.

4.4Outplacement Services. In the event the Executive is terminated by the Company (other than for Cause, Disability or Death), or the Executive terminates employment for Good Reason, within 24 months following the Change in Control Date, the Company shall provide outplacement services through one or more outside firms of the Executive's choosing up to an aggregate of $25,000, with such services to extend until the first to occur of (i) 12 months following the termination of Executive's employment, or (ii) the date the Executive secures full time employment.

4.5Release. As a condition to Executive receiving the benefits under section 4.1(a)(i)(2) and (3), the Executive must first execute and deliver to Company a general release of claims against the Company and its

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affiliates in a form substantially similar to the general release attached hereto as Exhibit A, and such release, by its terms, has become irrevocable.

5. Limitations on Payment.

5.1 General. Notwithstanding anything in this Agreement to the contrary , in the event it shall be determined that any payment, benefit or distribution by the Company to or for the benefit of the Executive (whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise) (a "Payment") would (i) constitute a "parachute payment" within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended; and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Internal Revenue Code of 1986, as amended, (the "Excise Tax"), then the Company shall cause to be determined, before any amounts of the Payment are paid to Executive, which of the following alternative forms of payment would maximize Executive's after-tax proceeds: (i) payment in full of the entire amount of the Payment (a "Full Payment"), or (ii) payment of only a part of the Payment so that Executive receives that largest Payment possible without being subject to the Excise Tax (a "Reduced Payment"), whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax (all computed at the highest marginal rate, net of the maximum reduction in federal income taxes which could be obtained from a deduction of such state and local taxes), results in Executive's receipt, on an after-tax basis, of the greater amount of the Payment, notwithstanding that all or some portion the Payment may be subject to the Excise Tax. Any Excise Tax due shall be borne solely by the Executive.

5.2 Procedures. All determinations required to be made under this Section 5, and the assumptions to be utilized in arriving at such determination, shall be made by KPMG LLP or such other certified public accounting firm as may be designated by the Executive and reasonably acceptable to the Company (the "Accounting Firm") which shall provide detailed supporting calculations both to the Company and the Executive within 15 business days of the receipt of notice from the Executive that there has been a Payment, or such earlier time as is requested by the Company. In the event that the Accounting Firm is serving as accountant or auditor for the individual, entity or group effecting the Change in Control, the Executive may appoint another nationally recognized accounting firm and reasonably acceptable to the Company to make the determinations required hereunder (which accounting firm shall then be referred to as the Accounting Firm hereunder). All fees and expenses of the Accounting Firm shall be borne solely by the Company. Any determination by the Accounting Firm shall be binding upon the Company and the Executive.

6. Disputes.

6.1 Settlement of Disputes; Arbitration. All claims by the Executive for benefits under this Agreement shall be directed to and determined by the Board of Directors of the Company and shall be in writing. Any denial by the Board of Directors of a claim for benefits under this Agreement shall be delivered to the Executive in writing and shall set forth the specific reasons for the denial and the specific provisions of this Agreement relied upon. The Board of Directors shall afford a reasonable opportunity to the Executive for a review of the decision denying a claim. Any further dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in Salt Lake City, Utah, in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrator's award in any court having jurisdiction.

6.2 Expenses. The Company agrees to pay as incurred, to the full extent permitted by law, all legal, accounting and other fees and expenses which the Executive may reasonably incur as a result of any claim or contest (regardless of the outcome thereof) by the Company, the Executive or others regarding the validity or enforceability of, or liability under, any provision of this Agreement or any guarantee of performance thereof (including as a result of any contest by the Executive regarding the amount of any payment or benefits pursuant to this Agreement), plus in each case interest on any delayed payment at the applicable Federal rate provided for in Section 7872(f)(2)(A) of the Code. This Section 6.2 shall not apply to any claim made by the Executive which is not made in good faith or which is determined by the arbitrator or a court to be frivolous.

6.3 Compensation During a Dispute. If the Change in Control Date occurs during the Term and the Executive's employment with the Company terminates within 24 months following the Change in Control Date, and the right of the Executive to receive any benefits under this Agreement (or the amount or nature of the benefits to which he or she is entitled to receive) are the subject of a dispute between the Company and the Executive,

the Company shall continue (a) to pay to the Executive his or her base salary in effect as of the Measurement Date and (b) to provide benefits to the Executive and the Executive's family at least equal to those which would have been provided to them, if the Executive's employment had not been terminated, in accordance with the applicable Benefit Plans in effect on the Measurement Date, until such dispute is resolved either by mutual written agreement of the parties or by an arbitrator's award pursuant to Section 6.1, but in no event more than 12 months after the date of such dispute. Following the resolution of such dispute, the sum of the payments made to the Executive under clause (a) of this Section 6.3 shall be deducted from any cash payment which the Executive is entitled to receive pursuant to Section 4; and if such sum exceeds the amount of the cash payment which the Executive is entitled to receive pursuant to Section 4, the excess of such sum over the amount of such payment shall be repaid (without interest) by the Executive to the Company within 60 days of the resolution of such dispute.

7.Successors.

7.1Successor to Company. The Company shall require any Acquiring Corporation or any other successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to at least one-third or more of Company's gross assets to expressly assume and agree to perform this Agreement to the same extent that the Company would be required to perform it if no such succession had taken place. Failure of the Company to obtain an assumption of this Agreement at or prior to the effectiveness of any succession shall be a breach of this Agreement and shall constitute Good Reason if the Executive elects to terminate employment, except that for purposes of implementing the foregoing, the date on which any such succession becomes effective shall be deemed the Date of Termination. As used in this Agreement, "Company" shall mean the Company as defined above and any successor to its business or assets as aforesaid which assumes and agrees to perform this Agreement, by operation of law or otherwise.

7.2Successor to Executive. This Agreement shall inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If the Executive should die while any amount would still be payable to the Executive or his or her family hereunder if the Executive had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the executors, personal representatives or administrators of the Executive's estate.

8.Notice. All notices, instructions and other communications given hereunder or in connection herewith shall be in writing. Any such notice, instruction or communication shall be sent either (i) by registered or certified mail, return receipt requested, postage prepaid, or (ii) prepaid via a reputable nationwide overnight courier service, in each case addressed to the Company, at 320 Wakara Way, Salt Lake City, Utah 84108, Attn: General Counsel, and to the Executive at the address for notices indicated below (or to such other address as either the Company or the Executive may have furnished to the other in writing in accordance herewith). Any such notice, instruction or communication shall be deemed to have been delivered five business days after it is sent by registered or certified mail, return receipt requested, postage prepaid, or one business day after it is sent via a reputable nationwide overnight courier service. Either party may give any notice, instruction or other communication hereunder using any other means, but no such notice, instruction or other communication shall be deemed to have been duly delivered unless and until it actually is received by the party for whom it is intended.

9.Miscellaneous.

9.1Timing for Payment of Benefits If at the time a payment is to be made under this Agreement, it is determined that the Executive is a "specified employee" of the Company (within the meaning of Section 409A of the Code, as amended, and any successor statute, regulation and guidance thereto), then limited only to the extent necessary to comply with the requirements of Section 409A of the Code, any payments to which the Executive may become entitled under this Agreement which are subject to Section 409A of the Code (and not otherwise exempt from its application) will be withheld until the first (1st) business day of the seventh (7th) month following the termination of employment at which time Executive shall be paid an aggregate amount equal to the accumulated, but unpaid, payments otherwise due to Executive under the terms of this Agreement.

9.2Construction. Section 409A and the rules and regulations promulgated thereunder, in general, provide for the taxation of certain payments made following the termination of employment of an employee.

Section 409A and the rules and regulations promulgated thereunder provide that payments will not be subject to taxation under section 409A if certain conditions are met. It is the intent of the parties that any payments made to the Executive following a termination of employment are to not be subject to taxation under section 409A. Accordingly, this Agreement shall be construed, interpreted and applied so as to accomplish this intent, and also recognizing that there may be future guidance and interpretation of the application of section 409A and the rules and regulations promulgated thereunder by the Internal Revenue Service or the judicial courts.

9.3Employment by Subsidiary. For purposes of this Agreement, the Executive's employment with the Company shall not be deemed to have terminated solely as a result of the Executive continuing to be employed by a wholly-owned subsidiary of the Company.

9.4Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

9.5Injunctive Relief. The Company and the Executive agree that any breach of this Agreement by the Company is likely to cause the Executive substantial and irrevocable damage and therefore, in the event of any such breach, in addition to such other remedies which may be available, the Executive shall have the right to specific performance and injunctive relief.

9.6Governing Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the internal laws of the State of Utah, without regard to conflicts of law principles.

9.7Waivers. No waiver by the Executive at any time of any breach of, or compliance with, any provision of this Agreement to be performed by the Company shall be deemed a waiver of that or any other provision at any subsequent time.

9.8Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but both of which together shall constitute one and the same instrument.

9.9Tax Withholding . Any payments provided for hereunder shall be paid net of any applicable tax withholding required under federal, state or local law.

9.10Entire Agreement. This Agreement sets forth the entire agreement of the parties hereto in respect of the subject matter contained herein and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party hereto in respect of the subject matter contained herein; and any prior agreement of the parties hereto in respect of the subject matter contained herein is hereby terminated and cancelled.

9.11Amendments. This Agreement may be amended or modified only by a written instrument executed by both the Company and the Executive.

[Signatures on following page]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above.

MYRIAD GENETICS, INC. EXECUTIVE

_____ _____

By: _____ Name: _____

Title: _____

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EXHIBIT A

GENERAL RELEASE

1. General Release. In consideration of the payments and benefits to be made under that certain Executive Retention Agreement, dated _____, (the "Agreement"), _____ (the "Executive"), with the intention of binding the Executive and the Executive's heirs, executors, administrators and assigns, does hereby release, remise, acquit and forever discharge Myriad Genetics, Inc. (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 the 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, including, without limitation, any and all claims (i) arising out of or in any way connected with the 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, (ii) for severance or vacation benefits, unpaid wages, salary or incentive payments, (iii) for breach of contract, wrongful discharge, impairment of economic opportunity, defamation, intentional infliction of emotional harm or other tort and (iv) 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), any and all claims based on the Executive Retirement Income Security Act of 1974 ("ERISA"), any and all claims arising under the civil rights laws of any federal, state or local jurisdiction, including, without limitation, Title VII of the Civil Rights Act of 1964 ("Title VII"), the Americans with Disabilities Act ("ADA"), Sections 503 and 504 of the Rehabilitation Act, the Family and Medical Leave Act, and any and all claims under any whistleblower laws or whistleblower provisions of other laws, excepting only:

(a) rights of the Executive under this General Release and the Agreement;

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

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

(d) rights to indemnification the Executive may have (i) under applicable corporate law, (ii) under the by-laws or certificate of incorporation of any Company Released Party or (iii) as an insured under any director's and officer's liability insurance policy now or previously in force;

(e) 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 Date of Termination in accordance with applicable Company policy; and

(f) claims for the reimbursement of unreimbursed business expenses incurred prior to the Date of Termination pursuant to applicable Company policy.

2. No Admissions. The Executive acknowledges and agrees that this General Release 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.

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

4. Specific Waiver. The Executive specifically acknowledges that his or her acceptance of the terms of this General Release 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 the Executive is not permitted to waive.

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5. No Complaints or Other Claims. The 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.

6. Conditions of General Release.

(a) Terms and Conditions. From and after the Date of Termination, the Executive shall abide by all the terms and conditions of this General Release and the terms and any conditions set forth in any employment or confidentiality agreements signed by the Executive, which is incorporated herein by reference.

(b) Confidentiality. The Executive shall not, without the prior written consent of the Company or as may otherwise be required by law or any legal process, or as is necessary in connection with any adversarial proceeding against any member of the Company Affiliated Group (in which case the Executive shall cooperate with the Company in obtaining a protective order at the Company's expense against disclosure by a court of competent jurisdiction), communicate, to anyone other than the Company and those designated by the Company or on behalf of the Company in the furtherance of its business, any trade secrets, confidential information, knowledge or data relating to any member of the Company Affiliated Group, obtained by the Executive during the Executive's employment by the Company that is not generally available public knowledge (other than by acts by the Executive in violation of this General Release).

(c) Return of Company Material. The Executive represents that he or she has returned to the Company all Company Material (as defined below). For purposes of this Section 6(c), "Company Material" means any documents, files and other property and information of any kind belonging or relating to (i) any member of the Company Affiliated Group, (ii) the current and former suppliers, creditors, directors, officers, employees, agents and customers of any of them or (iii) the businesses, products, services and operations (including without limitation, business, financial and accounting practices) of any of them, in each case whether tangible or intangible (including, without limitation, credit cards, building and office access cards, keys, computer equipment, cellular telephones, pagers, electronic devices, hardware, manuals, files, documents, records, software, customer data, research, financial data and information, memoranda, surveys, correspondence, statistics and payroll and other employee data, and any copies, compilations, extracts, excerpts, summaries and other notes thereof or relating thereto), excluding only information (x) that is generally available public knowledge or (y) that relates to the Executive's compensation or Executive benefits.

(d) Cooperation. Following the Termination Date, the 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 the Executive's services to the Company Affiliated Group.

(e) Nondisparagement. The Executive agrees not to communicate negatively about or otherwise disparage any Company Released Party or the products or businesses of any of them in any way whatsoever.

(f) Nonsolicitation. The Executive agrees that for the period of time beginning on the date hereof and ending on the second anniversary of the Executive's Date of Termination, the Executive shall not, either directly or indirectly, solicit, entice, persuade, induce or otherwise attempt to influence any person who is employed by any member of the Company Affiliated Group to terminate such person's employment by such member of the Company Affiliated Group. The Executive also agrees that for the same period of time he or she shall not assist any person or entity in the recruitment of any person who is employed by any member of the Company Affiliated Group. The Executive's provision of a reference to or in respect of any individual shall not be a violation this Section 6(f).

(g) No Representation. The Executive acknowledges that, other than as set forth in this General Release and the Agreement, (i) no promises have been made to him or her and (ii) in signing this General Release the 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 the Executive or claimed by the Executive, or concerning the General Release or concerning any other thing or matter.

(h) Injunctive Relief. In the event of a breach or threatened breach by the Executive of this Section 6, the 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, the Executive acknowledging that damages would be inadequate or insufficient.

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

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

9. Complete Agreement/Severability. This General Release 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 General Release. All provisions and portions of this General Release are severable. If any provision or portion of this General Release or the application of any provision or portion of the General Release shall be determined to be invalid or unenforceable to any extent or for any reason, all other provisions and portions of this General Release shall remain in full force and shall continue to be enforceable to the fullest and greatest extent permitted by law.

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

11. Revocability. This General Release shall not become effective or enforceable until seven (7) calendar days after the Executive signs it. The Executive may revoke his or her acceptance of this General Release 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 General Release for all purposes.

13. Governing Law. Except for issues or matters as to which federal law is applicable, this General Release 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, the Executive has executed this General Release as of the date last set forth below.

EXECUTIVE

_____ Date: _____

Name: _____

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Exhibit 10.1

Attachment

Each of the following executive officers of Myriad Genetics, Inc. has entered into the Company's standard form Executive Retention Agreement, and any amendments thereto effective as of February 6, 2020, the current form of which is attached hereto:

R. Bryan Riggsbee Interim President and Chief Executive Officer, Chief Financial Officer
ord Chief Operating Officer
:hbury, Ph.D.Chief Scientific Officer
EVP Human Resources
. Jackson EVP, General Counsel, Secretary
on EVP Payer Markets and Reimbursement
g EVP International Operations
Nicole LambertGroup President, Myriad Women's Health, Inc. and Myriad Genetic Laboratories, Inc.
:Dade, Ph.D.President Myriad RBM, Inc.
'obin President Crescendo Bioscience, Inc.
ti President Assurex Health, Inc.

Exhibit 31.1

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: February 6, 2020

By: /s/ R. Bryan Riggsbee
R. Bryan Riggsbee
Interim President and Chief Executive Officer,
Chief Financial Officer
(Principal Executive Officer and
Principal Financial 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 December 31, 2019 (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: February 6, 2020
By: /s/ R. Bryan Riggsbee
R. Bryan Riggsbee
Interim President and Chief Executive Officer,
Chief Financial Officer
(Principal Executive Officer and
Principal Financial Officer)